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Arizona Corporation Commission
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ARIZONA CORPORATION COMMISSION
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19

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE APPLICATION OF)
GILA BEND POWER PARTNERS, L.L.C. AND ITS)
ASSIGNEES IN CONFORMANCE WITH THE)
REQUIREMENTS OF ARIZONA REVISED)
STATUTES SECTIONS 40-360.03 AND)
40-360.06 FOR A CERTIFICATE OF)
ENVIRONMENTAL COMPATIBILITY)
AUTHORIZING CONSTRUCTION OF ONE)
500KV TRANSMISSION LINE AND ASSOCIATED)
SWITCHYARD COMPONENTS IN MARICOPA)
COUNTY, ARIZONA ORIGINATING AT THE)
HASSAYAMPA SWITCHYARD NEAR THE PALO)
VERDE NUCLEAR GENERATING STATION WEST)
OF PHOENIX, ARIZONA (SECTION 15,)
TOWNSHIP 1 SOUTH, RANGE 6 WEST, G&SRB&M))
AND TERMINATING AT THE JOJOBA)
SWITCHYARD (SECTION 25, TOWNSHIP 2 SOUTH,)
RANGE 4 WEST) A DISTANCE OF)
APPROXIMATELY 20 MILES.)

CASE #119
DOCKET #L-00000V-02-119
DECISION #65866

GILA BEND POWER
PARTNERS' APPLICATION
FOR EXTENSION OF
CERTIFICATE OF
ENVIRONMENTAL
COMPATIBILITY

Gila Bend Power Partners, L.L.C. ("GBPP"), respectfully requests that the time period to construct facilities authorized by the Certificate of Environmental Compatibility ("CEC") approved in Arizona Corporation Commission ("Commission") Decision No. 65866 (April 25, 2003) (the "Decision") be extended until April 11, 2011. A copy of the Decision is attached as Exhibit 1.

1 The Decision granted GBPP a CEC to construct a 500kV transmission line from the
2 Hassayampa Switchyard to the Jojoba Switchyard. This 500kV line will complete the
3 interconnection of GBPP's Gila Bend Power Plant with the Palo Verde Hub. The
4 complete interconnection will also include the two APS 500kV transmission lines
5 certificated by the Commission in Line Siting Case No. 102 (Commission Decision No.
6 62960), the 500kV transmission line and Watermelon Switchyard certificated in Line
7 Siting Case No. 109 (Commission Decision No. 63762), and the 845 MW natural gas
8 power plant certificated in Line Siting Case No. 106 (Commission Decision No. 63552).

9
10
11 The two APS 500kV transmission lines certificated in Line Siting Case No. 102
12 have been constructed and are operational. The transmission line, switchyard, and power
13 plant approved in Line Siting Cases No. 106 and 109 have not been constructed but were
14 granted extensions by the Commission in Decision No. 69177. The extension in Line
15 Siting Case No. 109 was granted until April 11, 2011, and this Application seeks an
16 extension until that same date. A copy of Decision No. 69177 is attached as Exhibit 2.

17
18 The ACC decisions in Line Siting Cases Nos. 106, 109, and 119 are collectively
19 referred to as the "GBPP CEC's" and the collective facilities approved in the GBPP CEC's
20 are referred to as the "Project." The transmission line approved by the Decision for which
21 GBPP now seeks an extension is a critical component to this Project.

22
23 The GBPP CEC's contain several conditions that benefit the Arizona public,
24 including that the Project will be designed and constructed to accommodate two
25 transmission lines interconnecting with the existing transmission system. In addition, as a
26

1 result of receiving the GBPP CEC's, GBPP was a significant initial investor in the much
2 needed Hassayampa Switchyard. GBPP also has invested approximately \$6,000,000 in
3 this Project over and above its Hassayampa Switchyard investment.
4

5 GBPP has not yet built the Project because it has not been economically viable to
6 construct an additional power plant in the Palo Verde Hub area under current wholesale
7 power market conditions. GBPP believes that those market conditions will change within
8 the next three years. With the Southwest's rapidly expanding population and the addition
9 of new transmission lines, there will be a need for additional generation and there will be
10 the need for capacity to transmit that additional generation. As a result, it is just a matter
11 of time until the Project can be built.
12

13 At the time the Commission granted the GBPP CEC's in Line Siting Case Nos.
14 106, 109, and 119, several new merchant plants in the Palo Verde Hub area were in
15 various stages of development and planning. Subsequently, the Red Hawk, Arlington,
16 Mesquite, Panda, and Harquahala projects have all been built, postponing construction of
17 the GBPP Project. Since the construction of the other merchant plants, dramatic growth
18 has occurred in the Phoenix metropolitan area. Major projects, such as Verrado, have
19 been constructed, and major new projects are planned and, in some cases, under
20 construction, west of the White Tank Mountains. The populations of Buckeye and
21 Surprise are expected to increase by ten fold in the next 20 years and become two of the
22 larger metropolitan areas in the state. Similar growth is occurring in the Southeast Valley
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1 and in Pinal County. With this growth will come the need for additional generating
2 facilities.

3 In support of this request, GBPP provides the following information:
4

5 **I. GBPP Has Continued to Invest Heavily in the Project.**

6 To date, GBPP has invested more than \$19,000,000 in the Project. More than two-
7 thirds of that investment has occurred since the Commission issued the CEC to construct
8 the generating plant in April 2001. GBPP's investment includes over \$4,200,000 in
9 Project site development costs and \$750,000 to construct structures for the Watermelon
10 Switchyard, as authorized by Decision No. 63762. The invoice and payment for the
11 majority of the construction costs for the Watermelon Switchyard structures are included
12 as Exhibit 3.
13
14

15 In addition, GBPP was one of the five merchant power providers that funded the
16 development and construction of the Hassayampa Switchyard, which has greatly improved
17 system reliability at the Palo Verde Hub. Copies of the cover page and signature page for
18 the Hassayampa Interconnector Agreement are enclosed as Exhibit 4. SRP's Project
19 Completion and Final Cost Report for the Hassayampa Switchyard Project is included as
20 Exhibit 5. GBPP contributed nearly \$3,800,000 for the initial development of this
21 switchyard, over \$7,600,000 to complete construction, and over \$1,000,000 for ongoing
22 operations and maintenance costs at the switchyard. Various invoices for Hassayampa
23 Switchyard operations and maintenance costs are included as Exhibit 6.
24
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26

1 Although GBPP has since sold its position at the Hassayampa Switchyard, it
2 remains committed to the Project, as its ongoing Project expenditures demonstrate. In
3 addition, GBPP would not have sold its position if it was not confident that the available
4 expansion bays at the Hassayampa Switchyard would accommodate GBPP's transmission
5 lines in the future.
6

7 **II. GBPP believes the Project will become Economically Viable within the**
8 **Next Three Years.**

9 Although wholesale power market conditions have prevented GBPP from
10 completing the Project, GBPP believes that these cyclical market conditions will change
11 within the next three years. As noted in GBPP's earlier extension requests, with the
12 Southwest region's rapidly expanding population, there will be a need for additional
13 generation and transmission. In the September 27, 2006, Staff Report concerning the
14 extensions for Line Siting Case Nos. 106 and 109, Staff stated:
15

16 "According to the 2006 WECC Power Supply Assessment, the
17 Desert Southwest could be deficient in planned reserve margins as
18 early as 2008. It is postulated by some parties that over the next two
19 to three years the Arizona utilities are likely to fully grow into the
20 currently idled capacity or low capacity factor energy production of
21 new gas fired generation constructed in Arizona since 2001. This is
22 substantiated by the fact that APS and SRP both have Requests for
23 Proposals ("RFPs") pending for new base load generation of 1,000
24 MW by the end of this decade." (Staff Report, pp. 3- 4, Exhibit 7)

25 As a result, it is just a matter of time until the Project can be built. Therefore, given
26 the long-range cyclical nature of the wholesale generation market, GBPP believes that an
extension of the original five-year term is appropriate.

1 **III. The Existing Decision is Still Appropriate and Ensures Future Benefits to**
2 **the Arizona Public.**

3 The Decision contains 30 conditions that will continue to ensure the Project is
4 environmentally compatible and increases the reliability and adequacy of the regional
5 transmission systems.

6 Conditions in the related decisions also provide critical transmission reliability
7 benefits. Condition 3 of Decision No. 63552 directs GBPP to submit a technical study
8 regarding the sufficiency of transmission capacity “not more than twelve (12) months prior
9 to the commercial operation of the plant....” This will ensure that transmission capacity is
10 adequate at the time the generating plant begins commercial operations. Condition 16 of
11 Decision No. 63552 requires that GBPP design and construct the Project to accommodate
12 two transmission lines interconnecting with the existing transmission system.
13

14 In addition, the increased transmission capacity that will result from the Project’s
15 interconnection between the GBPP Power Plant and the Hassayampa Switchyard can
16 benefit other generation providers, including renewable generators. The Arizona Solar
17 Electric Roadmap Study, prepared by Navigant Consulting for the Arizona Department of
18 Commerce, identified areas with significant solar potential. Copies of the report cover
19 page and a map entitled “Resource Potential for Concentrating Solar Power” are enclosed
20 as Exhibit 8. The interconnection between the GBPP Power Plant and the Hassayampa
21 Switchyard is within this solar-rich resource area. Similarly, a renewable generator
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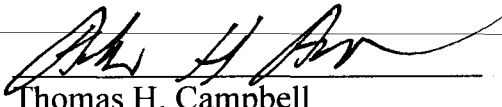
1 located west of the GBPP Power Plant could interconnect to the grid at the GBPP Power
2 Plant.

3 **IV. Conclusion**

4 GBPP respectfully requests that Decision No. 65886 be extended until April 11, 2011.

5
6 RESPECTFULLY SUBMITTED this 18th day of January, 2008.

7 LEWIS AND ROCA

8 

9 Thomas H. Campbell

10 Albert H. Acken

11 40 N. Central Avenue

12 Phoenix, Arizona 85004

13 Attorneys for Gila Bend Power Partners, L.L.C.

14
15 ORIGINAL and twenty-five (25)
16 copies were filed this 18th day of
January, 2008, with:

17 Arizona Corporation Commission
18 Utilities Division – Docket Control
19 1200 West Washington Street
Phoenix, Arizona 85007

1 COPY of the foregoing
2 hand-delivered this
3 18th day of January, 2008, to:

4 Lynn Farmer, Chief Administrative Law Judge
5 Hearing Division
6 Arizona Corporation Commission
7 1200 W. Washington Street
8 Phoenix, Arizona 85007

9 Ernest Johnson, Director
10 Utilities Division
11 Arizona Corporation Commission
12 1200 W. Washington Street
13 Phoenix, Arizona 85007

14 Janice Alward
15 Legal Division
16 Arizona Corporation Commission
17 1200 W. Washington Street
18 Phoenix, Arizona 85007

19 COPY of the foregoing
20 mailed this 18th day of
21 January, 2008, to:

22 Kenneth Sundlof
23 Jennings, Strouss & Salmon, P.L.C.
24 The Collier Center, 11th Floor
25 201 E. Washington Street
26 Phoenix, Arizona 85004-2385

Jennifer Boucek
PAD/CPA
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1275 West Washington Street
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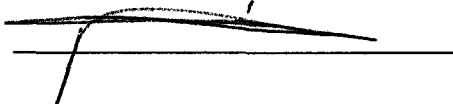


Exhibit 1

APR 25 2003

**BEFORE THE ARIZONA POWER PLANT AND
TRANSMISSION LINE SITING COMMITTEE**

DOCKETED BY

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In the matter of the Application of Gila Bend
Power Partners, L.L.C. and its assignees in
conformance with the requirements of Arizona
Revised Statutes Sections 40-360.03 and
40-360.06 for a certificate of environmental
compatibility authorizing construction of one
500 kV transmission line and associated switch-
yard components in Maricopa County, Arizona
originating at the Hassayampa Switchyard near
the Palo Verde Nuclear Generating Station
west of Phoenix, Arizona (Section 15,
Township 1 south, Range 6 West)
and terminating at the Jojoba
Switchyard, (Section 25, Township 2 South,
Range 4 West), a distance of approximately
20 miles.

Case No: 119

Docket No: L-00000V-02-0119

Decision No. 65866

**DECISION OF THE ARIZONA POWER PLANT AND
TRANSMISSION LINE SITING COMMITTEE
AND CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY**

Pursuant to the notice given as provided by law, the Arizona Power Plant and
Transmission Line Siting Committee ("Committee") held a public hearing at the Gila
Bend Town Hall, 644 West Pima Street, Gila Bend, Arizona on October 1, 2002, and a
public hearing at the Embassy Suites, 1515 N 44th Street, Phoenix, Arizona on
February 19, 2003, in conformance with the requirements of Arizona Revised Statutes
(A.R.S.) § 40-360, *et seq.*, for the purpose of receiving evidence and deliberating upon the
Application of Gila Bend Power Partners, L.L.C. and its assigns ("Applicant") for a
Certificate of Environmental Compatibility in the above-captioned case.

The following members and designees of members of the Committee were present
at one or more hearings for the evidentiary presentation and/or deliberations:

1	Mark McWhirter	Designee for Director, Energy Office Arizona Department of Commerce
2	Sandie Smith	Appointed Member
3	Jeff McGuire	Appointed Member
4	Laurie A. Woodall	Chair, Designee for Arizona Attorney General Terry Goddard
5	Ray Williamson	Arizona Corporation Commission
6	Richard Tobin II	Designee for Director Arizona Department of Environmental Quality
7	Mike Palmer	Appointed Member
8	Margaret Trujillo	Appointed Member
9	A. Wayne Smith	Appointed Member
10	Mike Whalen	Appointed Member
11		
12		
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15 The Applicant was represented by Thomas H. Campbell of Lewis and Roca LLP.
16
17 Staff of the Arizona Corporation Commission ("Commission") was represented by its
18 counsel, David Ronald. SRP intervened on behalf of the participants in the Southeast
19 Valley project and as operating agent for Palo Verde Transmission System and was
20 represented by Robert Taylor of Jennings, Strouss & Salmon PLC. There were no other
21 intervenors.

22
23 Testimony was presented on the conclusion reached in the Central Arizona
24 Transmission Study that over the foreseeable future three transmission lines will be
25 necessary in the Palo Verde to Kyrene Corridor ("Corridor"). Additional testimony was
26 presented establishing that the construction of transmission lines in the Corridor is
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1 complicated by geographical features near Gillespie Dam and its proximity to the Sonoran
2 Desert National Monument necessitating the proper sequencing and spacing of
3 transmission lines within the Corridor.
4

5 At the conclusion of the public hearings, after consideration of (i) the Application
6 and the evidence presented during the public hearings, and (ii) the legal requirements of
7 A.R.S. §§ 40-360 through 40-360.13 and Arizona Administrative Code (A.A.C.) R14-3-
8 213, upon motion duly made and seconded, the Committee voted 6-0 to grant Applicant
9 the following Certificate of Environmental Compatibility:
10

11 Applicant is hereby granted a Certificate of Environmental Compatibility for
12 authority to construct the following facilities, as requested in the Application: a 500kV
13 transmission line and associated switchyard components (the "Project").
14

15 Applicant's 500kV transmission line will originate at the Hassayampa Switchyard
16 near the Palo Verde Nuclear Generating Station west of Phoenix, Arizona, (Section 15,
17 Township 1 South, Range 6 West) and terminate at the Jojoba Switchyard in Section 25,
18 Township 2 South, Range 4 West. The 500kV transmission line alignment will parallel
19 and be adjacent to the existing Palo Verde-Kyrene 500kV transmission line. (See Exhibit
20 A) The transmission line will consist of steel lattice structures designed and constructed-
21 to accommodate a 500kV circuit. The routing, design, height and material composition of
22 the 500kV transmission line facilities were testified to by Applicant's witness Robert
23 Walther at the October 1, 2002 hearing.
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1 The 500kV line will complete the interconnection of Applicant's Gila Bend power
2 plant with the Hassayampa Switchyard. The complete interconnection will include the
3 two 500kV transmission lines certificated by the Committee in Case No. 102, the 500kV
4 transmission line and Watermelon switchyard certificated in Case No. 109 and the line
5 proposed in this Application. The details of these interconnections will be the subject of
6 contractual arrangements to be entered into between Applicant and transmission
7 providers.
8
9

10 This Certificate of Environmental Compatibility is granted upon the following
11 conditions:

- 12 1. This authorization to construct the aforementioned facilities shall expire five (5)
13 years from the date this Certificate of Environmental Compatibility is approved by
14 the Commission, unless construction is completed to the point that the 500kV
15 transmission line is capable of operating by that time; provided, however, that prior
16 to such expiration Applicant may request that the Commission extend this time
17 limitation.
18
19
- 20 2. Applicant shall provide the Commission with copies of any transmission
21 agreements it ultimately enters into with transmission providers within 30 days of
22 execution of those agreements.
23
- 24 3. The project will be built consistent with the visual resource and cultural resource
25 analyses and shall match structure spans and structure type with the existing Palo
26 Verde-Kyrene line unless site-specific conditions require a structure to be moved.
27
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1 4. The Applicant shall use dulled steel structures and non-specular and dulled
2 conductors to reduce the contrast and visibility of the proposed Project.

3
4 5. Applicant and its assigns shall participate in good faith in state and regional
5 transmission study forums and shall make every reasonable effort to ensure that
6 such transmission line will be timely constructed in accordance with the needs of
7 the integrated transmission grid.

8
9 6. To address concerns raised in testimony about the sequencing and spacing of line
10 within the Corridor, the Applicant shall locate the Gila Bend Power Partners
11 Transmission Line in accordance with the legal description attached as Exhibit A
12 (the "Alignment"). If, when the Applicant begins construction, another line is
13 constructed or is under construction in the Alignment (the "New Line"), then the
14 Applicant shall locate the Gila Bend Power Partners Transmission Line 130 feet
15 west and south of the New Line.

16
17 7. Applicant shall comply with all existing applicable air and water pollution control
18 standards and regulations, and with all existing applicable ordinances, master plans
19 and regulations of the State of Arizona, the County of Maricopa, the United States
20 and any other governmental entities having jurisdiction.

21
22 8. Before construction of this Project may commence, the Applicant shall file a
23 construction mitigation, revegetation and restoration plan with the Commission
24 Docket Control. Applicant shall, within one year of completion of the Project,
25 rehabilitate to its original state any area disturbed by construction of the Project,
26

except for any road that may be necessary to access the transmission lines for maintenance and repair.

9. Survey for southwestern willow flycatchers shall be conducted prior to construction, and mitigation measures shall be implemented according to state and federal guidelines to minimize potential disturbances to special status species and habitat. If necessary, additional cactus ferruginous pygmy-owl surveys shall be conducted in the appropriate season prior to construction.
10. The Applicant shall conduct all construction and maintenance activities in a manner that would minimize disturbance to vegetation, drainage channels, and intermittent and perennial streambanks. For example, the Applicant shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. In construction areas where recontouring is not required, vegetation shall be left in place to avoid excessive root damage and allow for resprouting. In addition, all existing roads shall be left in a condition equal to or better than their condition prior to the construction of the transmission line.
11. The Applicant shall construct structures to conform to "Suggested Practices for Raptor Protection on Power Lines" (Raptor Research Foundation, Inc. 1981).
12. The Applicant shall retain a qualified biologist to monitor ground clearing/disturbing construction activities in areas where sensitive species occur. The biological monitor will be responsible for ensuring proper actions are taken if a special status species is encountered.

- 1 13. The Applicant shall comply with Arizona's Native Plant Law and notify the
2 Arizona Department of Agriculture no later than 60 days prior to the start of
3 construction.
4
- 5 14. The Applicant shall continue to consult with the State Historic Preservation Office
6 (SHPO) to reach a determination of any cultural resource impacts. The Applicant
7 shall implement any impact avoidance and mitigation measures (*e.g.*, monitoring
8 during construction) for cultural resources developed in consultation with the BLM
9 and the SHPO on land under BLM's jurisdiction and with ASLD on land under
10 ASLD's jurisdiction, including the measures described in SHPO's October 11,
11 2002 letter to the Siting Committee, attached as Exhibit B. Applicant also will
12 work with BLM to ensure that BLM consults with the Hopi Tribe as requested in
13 the Hopi Tribe's letter of June 6, 2002, attached as Exhibit C.
14
- 15 15. The Applicant shall avoid or minimize impacts to properties considered eligible for
16 inclusion in the State and National Register of Historic Places to the extent
17 possible. If human remains and /or funerary objects are encountered during the
18 course of any ground disturbing activities relating to the development of the subject
19 property, the Applicant shall cease work on the affected area of the Project and
20 notify the Director of the Arizona State Museum in accordance with A.R.S. §§ 41-
21 865 and 41-844, or the BLM in accordance with the Native American Graves and
22 Protection and Repatriation Act, depending on land ownership.
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- 1 16. In consultation with SHPO and any applicable land-managing agency, the
2 Applicant shall consider and assess potential direct and indirect impacts to eligible
3 properties related to new access roads or any existing access roads that require
4 blading. An example of an indirect impact would be a road that leads directly to an
5 archaeological site that in effect invites intentional or unintentional vandalism, such
6 as looting or off-road vehicle use, in such case, adding a locked gate or otherwise
7 blocking the road would be an appropriate treatment.
8
9 17. The Applicant shall use existing access roads along the Palo Verde-Kyrene line for
10 construction and maintenance access and only build spur roads for access to new
11 structures.
12
13 18. The Applicant shall restrict all construction vehicle movement outside of the right-
14 of-way to predesignated access, contractor acquired access or public roads.
15
16 19. The Applicant shall restore the ground surface in construction areas (*e.g.*,
17 marshaling yards, structure sites) where ground disturbance is significant or where
18 recontouring is required. The method of restoration may include returning
19 disturbed areas to their natural contour (to the extent practical), reseeding with
20 native plants, installing cross drains for erosion control, placing water bars in the
21 road, and filling ditches. Seed must be tested and certified to contain no noxious
22 weeds in the mix. Seed viability must also be tested at a certified laboratory
23 approved by the authorized officer.
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1 20. The Applicant shall make every reasonable effort to identify and correct, on a case-
2 specific basis, all complaints of interference with radio or television signals from
3 operation of the line and related facilities, in addition to any transmission repairs,
4 the relevant corrective actions may include adjusting or modifying receivers;
5 adjusting, repairing, replacing or adding antennas, antenna signal amplifiers, filters,
6 or lead-in cables; or other corrective actions.
7

8 21. The Applicant shall maintain written records for a period of five (5) years of all
9 complaints of radio or television interference attributable to operation of the
10 Project, together with the corrective action taken in response to each complaint.
11 Complaints not leading to a specific action or for which there was no resolution
12 shall be noted and explained. The record shall be signed by the Applicant and also
13 the complainant, if possible, to indicate concurrence with the corrective action or
14 agreement with the justification for a lack of action.
15

16 22. The Applicant shall advise interested parties how they may express concerns or
17 submit complaints to the owner-operator of the Project when they believe the
18 transmission line or switchyard facilities herein authorized are creating noise in
19 excess of applicable Housing and Urban Development (HUD) standards or causing
20 interference with communications signals in excess of applicable Federal
21 Communication Commission (FCC) standards. Such complaints may, at the
22 election of the complainant, be processed by owner-operator of the Project.
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1 23. Prior to construction, the contractor shall be instructed on the protection of cultural
2 and ecological resources. To assist in this effort, the construction contract shall
3 address federal and state laws regarding antiquities and plants and wildlife
4 including collection and removal.
5

6 24. The Applicant shall cover construction holes left open at night. The covers shall be
7 secured in place and shall be strong enough to prevent livestock or wildlife from
8 falling through and into any hole.
9

10 25. The Applicant shall conduct a cultural survey of any areas not previously surveyed
11 (e.g., new spur roads) prior to construction.

12 26. Within 45 days of securing easement of right-of-way for the Project, the Applicant
13 shall erect and maintain signs providing public notice that the property is the site of
14 a future transmission line. Such signage shall be no smaller than a normal roadway
15 sign. The Applicant shall place signs in prominent locations at reasonable intervals
16 such that the public is notified along the full length of the transmission line. The
17 signs shall advise:
18

19
20 a) That the site has been approved for the construction of a 500kV
21 transmission line;

22 b) The expected date of completion of the Project facilities; and

23 c) A phone number for public information regarding the Project.
24

25 27. Copies of the Certificate shall be provided by the Applicant to city and county
26 planning agencies.
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- 1 28. In order to ensure transmission system safety and reliability, all transmission
2 structures shall be placed a minimum of 100 feet from the edge of existing natural
3 gas pipelines rights-of-way.
4
- 5 29. The Applicant shall comply with the Standard Conditions attached to the BLM's
6 Decision Record, attached as Exhibit D. To the extent the BLM's Standard
7 Conditions are inconsistent with the conditions in the CEC, the BLM conditions
8 will control.
9
- 10 30. The Applicant or its assignee(s) shall submit a self-certification letter annually,
11 identifying which conditions contained in the CEC have been met. Each letter
12 shall be submitted to the Utilities Division Director on February 28, beginning in
13 2004, describing conditions which have been met as of December 31. Attached to
14 each certification letter shall be documentation explaining, in detail, how
15 compliance with each condition was achieved. Copies of each letter, along with
16 the corresponding documentation, shall also be submitted to the Arizona Attorney
17 General and the Directors of the Arizona Department of Environmental Quality and
18 Department of Commerce Energy Office.
19
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22 GRANTED this 17th day of MARCH, 2003.

23
24 Arizona Power Plant and Transmission
Line Siting Committee


25 By: Laurie A. Woodall
26 Laurie A. Woodall, Chair

27 Decision No. 65866

1 **ORDER OF ARIZONA CORPORATION COMMISSION AFFIRMING AND**
2 **APPROVING CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY**

3 Having considered the foregoing decision of the Arizona Power Plant and
4 Transmission Line Siting Committee ("Committee") in light of the decision-making
5 factors specified in A.R.S. § 40-360.06, and, pursuant to A.R.S. § 40-360.07(c), having
6 balanced in the broad public interest the need for an adequate, economical and reliable
7 supply of electric power with the desire to minimize the effect thereof on the environment
8 and ecology of Arizona, it is the decision of this Commission that the Certificate of
9 Environmental Compatibility granted by the Committee on March 19, 2003 in Case No.
10 119, should be, and hereby is, affirmed and approved.
11

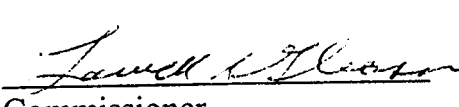
12 **BY ORDER OF THE ARIZONA CORPORATION COMMISSION**

13
14 
15 Chairman

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15 Commissioner

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15 Commissioner

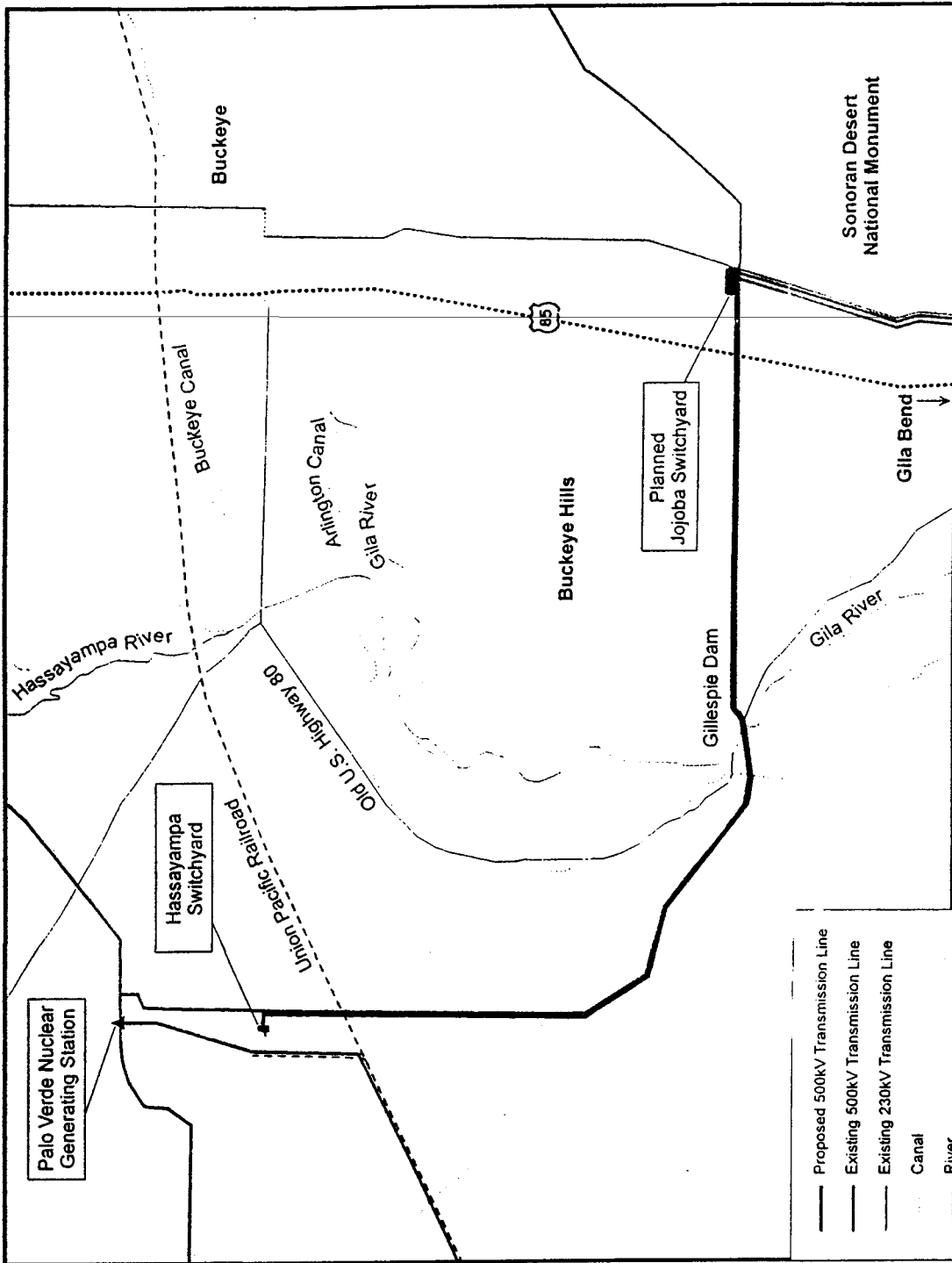
16 
17 Commissioner

16 
17 Commissioner

18 IN WITNESS WHEREOF, I, BRIAN C. MCNEIL
19 Executive Secretary of the Arizona Corporation
20 Commission, have hereunto, set my hand and caused
21 the official seal of this Commission to be affixed at
22 the Capitol, in the City of Phoenix, this 25th day of
23 April, 2003.

24 
25 Brian C. McNeil
26 Executive Secretary

27 Dissent: _____
28



- Proposed 500kV Transmission Line
- Existing 500kV Transmission Line
- Existing 230kV Transmission Line
- Canal
- River
- State Route
- Gas Pipeline
- - - - - Railroad
- Highway
- National Monument
- BLM Designated Utility Corridor (1 mile wide)

*schematic drawing - not to scale

**Proposed Hassayampa to Jojoba
500kV Transmission Line Project**
Gila Bend Power Partners, LLC

October 2002

Description of the Proposed Hassayampa to Jojoba 500kV Transmission Line Route

The proposed 500kV transmission line would originate west of Phoenix, Arizona, at the Hassayampa Switchyard located in Section 15, Township 1 South, Range 6 West near the PVNGS. The proposed route would follow the west and south side of the existing PVNGS-Kyrene 500kV line to a point south of the Gillespie Dam, between Sections 28 and 29, Township 2 South, Range 5 West. At this point the proposed route will cross to the north of the existing PVNGS-Kyrene 500kV line and parallel the transmission line and the El Paso Corporation pipeline corridor east, crossing Old U.S. Highway 80 and State Route 85 to the Jojoba Switchyard in Section 25, Township 2 South, Range 4 West.

In reply, please refer to
SHPO-2002-1210 (12578)
more information requested

October 11, 2002

Laurie A. Woodall, Chairperson,
Power Plant and Transmission Line Siting Committee
Assistant Attorney General, Environmental Enforcement Section,
Office of the Attorney General
1275 West Washington
Phoenix, Arizona 85007

FAXED
10/11/02
+1 602 542 4174

RE: Proposed Hassayampa-Jojoba 500kV Transmission Line, Maricopa County,
Arizona

Dear Ms. Woodall:

Thank you for having the committee's applicant (i.e., Gila Bend Power Partners, L.L.C.) initiate consultation with this office regarding the above-mentioned state plan and associated certificate of environmental compatibility. The proposed plan entails the construction of 20 miles of overhead utility lines and access roads as needed. The proposed route originates from the Hassayampa Switchyard south of Wintersburg, and terminates at the Jojoba substation, which is under construction, in the Little Rainbow Valley, and crosses private, Arizona State Land Department (ASLD), Arizona Department of Transportation (ADOT), and U.S. Bureau of Land Management (BLM) lands. Historian Bill Collins and I reviewed the documents submitted and offer the following comments pursuant to the State Historic Preservation Act (i.e., A.R.S. § 41-861 to 41-864) and the committee's factors to be considered (i.e., A.R.S. § 40-360.06.A.5).

This plan also represents a federal undertaking, and BLM will consult directly with this office in regards to the National Historic Preservation Act. Our advice to the committee should not be interpreted or construed to infringe upon role of the lead federal agency regarding the scope and adequacy of identification efforts, eligibility determinations, effect findings, and treatment options.

The committee's applicants should be aware that our office has 30 working days in which to review state plans as stated in A.R.S. § 41-864, and our staffing level reflects this timeline. Due to a heavy volume of consultations, we were unable to review the documents that we received on September 11, 2002 prior to the committee's October 1, 2002 meeting as requested by the applicant's consultant.

The cultural resource survey of the proposed right-of-way corridor identified five historic-period structures, six archaeological sites, and 16 isolated artifact and/or feature occurrences (IOs). The report was professionally prepared and thorough. My technical comments on the reports are provided on the attached page. Please consider any comments the committee receives from the other land-managing agencies as well.

Decision No. 65866



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Phoenix, Arizona
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This document is available
in alternative formats
by contacting the
ADA Coordinator

We agree that the Southern Pacific Railroad (AZ T:10:84 ASM), Gila Bend Canal (AZ Z:2:66 ASM), and Enterprise Canal are eligible for inclusion in the State and/or National Registers of Historic Places (SNRHP) under Criterion A (Event) and other criterion may apply as well. We agree that the historic abandoned road segment identified as AZ T:9:63 (ASM) is ineligible for inclusion in the SNRHP under any criterion. We cannot agree with the consultant's eligibility assessment for old U.S. 80 at this time. The significance of the state highway system, of which old U.S. 80 is a part, has not yet been formally evaluated. We suggest treating the highway as if it were eligible for purposes of this plan.

We also agree that archaeological sites AZ T:9:5 (ASM), the Gillespie Dam Site (AZ T:13:18 ASM), AZ T:13:21 (ASM), and AZ T:13:121 (ASM) are eligible for inclusion in the SNRHP under Criterion D (Information Potential). We agree that Sites AZ T:9:60(ASM) is ineligible for inclusion in the SNRHP under any criterion. The Register-eligibility of Site AZ T:13:125 (ASM) is unclear at this time and may require archaeological testing; since this site occurs on BLM we look forward receiving to their eligibility determinations. We agree that the IOs are not eligible under any criterion.

We agree in principle that avoidance and preservation-in-place are appropriate treatment for Register-eligible properties. In fact, the transmission line may help protect historic properties by inhibiting other kinds of development within the proposed corridor.

However, the locations of the poles and access roads are unknown at this time, although it is likely that the Gillespie Dam site cannot be spanned or avoided. In addition, the spanning and temporarily fencing Site AZ T:13:121(ASM) during construction may not constitute avoidance, because the proximity of the petroglyph panels to the proposed centerline may impede important lines-of-sight. Consultation with knowledgeable members of Indian tribes would be an appropriate method to identify such characteristics and evaluate any impacts.

Based on the above, this office cannot assess the plan's effects at this time, and thus cannot concur with determination of impact at this time. Unless all historic properties can be avoided, a determination of negative impacts is likely.

If archaeological sites cannot be avoided by ground-disturbing activities, testing for eligibility and/or data recovery treatment within the portions of the properties directly impacted (and a buffer zone if necessary) is appropriate. We agree that a data recovery program (i.e., archaeological excavation) would be an acceptable treatment for the portions of Gillespie Dam site (AZ T:13:18 ASM).

We offer the following conditions for the committee's consideration:

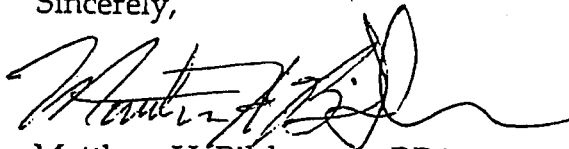
- 1) The applicant will continue to consult, on the committee's behalf, with the State Historic Preservation Office (SHPO) to reach a determination of impact. If the

result is a determination of negative impact, the applicant will continue to consult with SHPO to resolve the negative impacts.

- 2) The applicant will avoid and/or minimize impacts to properties considered eligible for inclusion in the State and National Register of Historic Places to the extent possible.
- 3) If the applicant decides that archaeological Sites AZ T:9:5 (ASM), the Gillespie Dam Site (AZ T:13:18 ASM), AZ T:13:21 (ASM), AZ T:13:121 (ASM), and AZ T:13:125 (ASM) cannot be avoided, then the applicant will plan and implement an archaeological testing and/or data recovery program in consultation with SHPO.
- 4) After construction, the applicant, in conjunction with the land-managing agency, if any, will allow Arizona Site Stewards a volunteer-staffed SHPO program, to periodically inspect the sites present within the corridor for vandalism or other damage.
- 5) In consultation with SHPO and the land-managing agency, the applicant will consider and assess potential direct and indirect impacts to eligible properties related to new access roads or any existing access roads that require blading.
- 6) The applicant will follow any instructions from the Arizona State Land Department and the U.S. Bureau of Land Management regarding the treatment of eligible properties situated on their land in consultation with SHPO.

We look forward to receiving a treatment plan for sites that cannot be avoided. We appreciate the committee's cooperation with this office in considering the effects of state plans on cultural resources situated in Arizona. If you have any questions, please contact me at (602) 542-7137 or via mbilsbarrow@pr.state.az.us.

Sincerely,



Matthew H. Bilsbarrow, RPA
Compliance Specialist/ Archaeologist
Arizona State Historic Preservation Office

attachment

cc. w/attachment: Bill Collins, SHPO
Matthew Hill; Environmental Planning Group; 1430 E Fort Lowell Ave; Tucson, AZ 85719

General and Technical Comments on "A Cultural Resources Survey of the Proposed Hassayampa-Jojoba Transmission Line, Maricopa County, Arizona"
Environmental Planning Group Cultural Resources Services Technical Paper No. 10. Tucson.

General Comments

- 1) Overall the report is professionally prepared and well-written. The photographs and maps were helpful.
- 2) Based on Figure 1, the survey included portions of Arizona Department of Transportation (ADOT) land for State Route 85. Please state the amount of ADOT land in the abstract and report text. ADOT should be offered the opportunity to comment on the portions of the plan that cross their land.

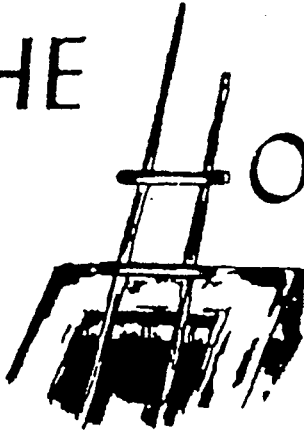
Technical Comment

- 1) The statement on Page 86 that "all the prior recorders of the site recommended the site was ineligible for inclusion on the National Register" is overly broad. At least one previous study, on file at ADOT but not cited in the report, reached the opposite conclusion. The citation is: Bilsbarrow, Matthew 1998 An Evaluation of the National Register of Historic Places-Eligibility of Three Road Segments of Old U.S. 80, West of Gila Bend, Southwestern Maricopa County, Arizona in A Cultural Resources Survey of Interstate-8 Highway Corridor in the vicinity of Painted Rock and Theba Traffic Interchanges, West of Gila Bend, Southwestern Maricopa County, Arizona by Matthew H. Bilsbarrow, Jennifer K. Tweedy, and Andrew R. Dutt. Archaeological Research Services Report No. 97-42. Tempe.

cc: CTD, MH

NEJ
Kathy
Crene
Chris
Camille

THE



HOPI TRIBE

RECEIVED
2002 JUN 13 AM 8:20BUREAU OF LAND MANAGEMENT
PHOENIX, ARIZONAWayne Taylor, Jr.
CHAIRMANElgean Joshevama
VICE-CHAIRMAN

June 6, 2002

Rick Cooper, Acting Field Manager
Attention: Camille Champion
Bureau of Land Management, Phoenix Field Office
21605 North 7th Avenue
Phoenix, Arizona 85027

Dear Acting Field Manager Cooper,

Thank you for your correspondence dated June 3, 2002, regarding the Bureau of Land Management (BLM), Phoenix Field Office requesting comments for the proposed right-of-way for the Gila Bend Power Partners - Hassayampa to Jojoba Transmission Project in Maricopa County.

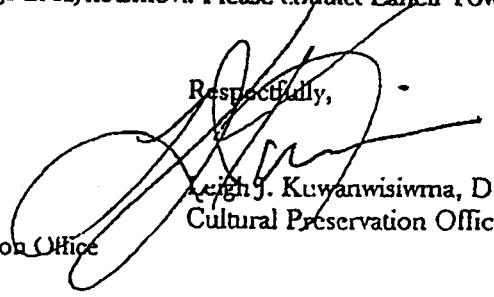
As we stated to you in letters dated May 20, 2002, regarding the preparation of an environmental assessment for a proposed land exchange, and May 28, 2002, regarding the preparation of resource management plans for the Agua Fria National Monument and other lands in central Arizona, the Hopi Tribe claims cultural affiliation to prehistoric cultural groups in central Arizona, and therefore we appreciate your continuing requests for our comments and cultural concerns relating to these areas.

As we also stated in those letters, the Hopi Cultural Preservation Offices supports the identification and avoidance of prehistoric archaeological sites, and due to BLM Instructional Memoranda 98-131-2, opposes any proposal on BLM land with the potential to disturb the human remains of our ancestors.

Your letter notes, the Bureau of Land Management has decided to prepare an Environmental Assessment to determine whether or not the project will have significant effects, discussing issues including archaeological sites. Therefore, we accept your invitation to initiate consultations in this planning process.

And therefore, to address your letter and to ensure that our concerns are fully considered and incorporated into the process, we reiterate our May 20 and 28 invitations to representatives of BLM Phoenix Field Office to present the NLCS land exchange proposal, initiate consultations in the development of resource management plans for lands in central Arizona, and this proposal at our upcoming administrative meetings in Kykotsmovi. Please contact Lanell Yowytewa at 928-734-6636 to confirm an appointment.

Respectfully,


Leigh J. Kuwanwisiwma, Director
Cultural Preservation Office

xc: Arizona State Historic Preservation Office

Decision No. 65866



INDING OF NO SIGNIFICANT IMPACT

Name of Environmental Assessment: Hassayampa to Jojoba Transmission Project
Environmental Assessment No.: AZ-020-2002-0114
Case File No.: AZA-31468
Bureau of Land Management Office: Phoenix Field Office, Arizona


Finding of No Significant Impact: Upon review of the Environmental Assessment (EA) prepared for the above-named project and incorporated herein by reference, no significant long-term impacts on the human (socioeconomic) or natural environment would result. Short-term, temporary impacts on soils, water resources, biological resources, cultural resources, air quality, noise, and land use associated with construction activities of the proposed transmission line were identified which could be reduced by mitigation, and therefore are not considered significant. Long-term impacts on scenic quality were considered low to moderate, while the potential for long-term residual collision hazard for birds was considered low.

Recommendation: Grant a right-of-way to Gila Bend Power Partners (GBPP) for construction and operation of one (1) 500kV transmission line connecting the Hassayampa Switchyard, located approximately 1 mile south of the Palo Verde Nuclear Generation Station (PVNGS), to the proposed Jojoba Switchyard located on Arizona State Trust land approximately 20 miles to the south-east in Maricopa County, Arizona. The right-of-way, as it effects BLM administered land, would be 200 feet wide and approximately 6.8 miles long. Gila Bend Power Partners would implement the recommended Standard Operating Procedures and Mitigation Measures listed in Attachment A. The transmission line would be owned and operated by Gila Bend Power Partners, LLC.

Stipulations: Gila Bend Power Partners is to implement the recommended Standard Operating Procedures and Mitigation Measures listed in Attachment A. Compliance with stipulations and mitigation measures will be monitored during project implementation. BLM issuance of the right-of-way is conditional upon GBPP obtaining all other federal, state, and local permits required to construct and operate the Line. GBPP has applied for and is required to obtain a Certificate of Environmental Compatibility from the Arizona Corporation Commission. The Phoenix Field Office has fulfilled requirements in accordance with the Section 106 process regarding cultural resource issues, and requirements regarding biological resource issues.

Rationale: The EA for the Proposed Action has been prepared in accordance with National Environmental Policy Act (NEPA) requirements, including the public involvement procedures prescribed by 40 CFR §1506.6. The project design and mitigation measures proposed in the EA are integral to the Proposed Action, and would reduce short-term and long-term environmental impacts to a level of insignificance. Issuance of right-of-way application number AZA-31468 to GBPP for the construction and operation of an electric transmission line is consistent with the Lower Gila South Resource Management Plan (BLM 1988; which defines land uses along the Palo Verde to Kyrene Utility Corridor).

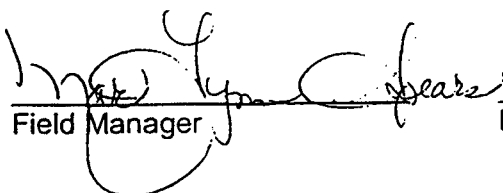
Recommendation of Finding:


Project Manager

02/11/03
Date

I concur:

Approval of Finding:


Field Manager

2/11/03
Date

Decision No. 65866

DECISION RECORD

Serial No.: AZA-31468
EA No.: AZ-020-2002-0114

Decision:

It is decided that Gila Bend Power Partners (GBPP) be granted a right-of-way by the Bureau of Land Management (BLM) 200 feet wide and approximately 20 miles long, including the rights to design, construct, operate and own one (1) 500 kilovolt (kV) transmission line connecting the proposed Hassayampa Switchyard, south of the Palo Verde Nuclear Generating Station, to the proposed Jojoba Switchyard located on Arizona State Trust land approximately 20 miles to the south-east in Maricopa County, Arizona.

The entire right-of-way, as it effects BLM lands, is within a designated BLM utility corridor known as the Palo Verde to Kyrene Utility Corridor.

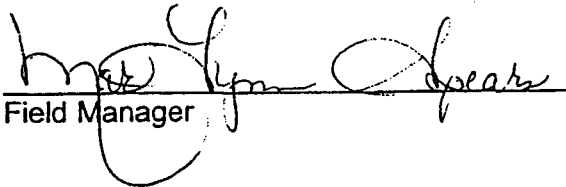
Rationale for Decision:

The Proposed Action is consistent with the Lower Gila South Resource Management Plan (BLM 1988) which promotes utility development within approved corridors (Palo Verde to Kyrene Utility Corridor) dedicated to the use and construction of structural facilities such as the Hassayampa to Jojoba 500 kV Transmission Project.

The Proposed Action will provide needed electrical power to Arizona, which is currently projected to have an electricity shortfall. Potential environmental impacts of the Proposed Action have been addressed through the incorporation of project design, construction, and operation measures. Upon implementation of the attached operating procedures and mitigation measures, short-term and long-term environmental and human (socioeconomic) impacts identified in the Environmental Assessment would not be significant. Compliance monitoring would be conducted to ensure that these mitigation measures are properly implemented and that sensitive resources are protected.

Standard Operating Procedures and Mitigation Measures:

See Attachment A.


Field Manager

2/11/03
Date

ATTACHMENT A

Standard Operating Procedures and Mitigation Measures

Standard Operating Procedures

1. All construction vehicle movement outside of the right-of-way will be restricted to predesignated access, contractor acquired access, or public roads.
2. The limits of construction activities will typically be predetermined, with activity restricted to and confined within those limits. No paint or permanent discoloring agents will be applied to rocks or vegetation to indicate survey or construction activity limits. The right-of-way boundary will be flagged in environmentally sensitive areas described in the final plan of development to alert construction personnel that those areas should be avoided.
3. In construction areas where recontouring is not required, vegetation will be left in place wherever possible to avoid excessive root damage and allow for resprouting.
4. In construction areas (e.g., marshalling yards, structure sites, spur roads from existing access roads) where ground disturbance is significant or where recontouring is required, surface restoration will occur as required by the landowner or land-management agency. The method of restoration will typically consist of returning disturbed areas to their natural contour (to the extent practical), reseeding or revegetating with native plants (if required), installing cross drains for erosion control, placing water bars in the road, and filling ditches. Seed must be tested and certified to contain no noxious weeds in the mix by the State of Arizona Agricultural Department. Seed viability must also be tested at a certified laboratory approved by the authorized officer.
5. Only the minimum amount of vegetation necessary for the construction of structures and facilities shall be removed. Topsoil will be conserved during excavation and reused as cover on disturbed areas to facilitate regrowth of vegetation.
6. The holder shall trim trees in preference to cutting trees and shall cut trees in preference to bulldozing them as directed by the authorized officer.
7. Watering facilities (e.g., tanks, developed springs, water lines, wells, etc.) will be repaired or replaced to their predisturbed conditions are required by the landowner or land management agency, if they are damaged or destroyed by construction activities.
8. Prior to construction, all construction personnel will be instructed on the protection of cultural, paleontological, and ecological resources. To assist in this effort, the construction contract will address (a) federal and state laws regarding antiquities, fossils, and plants and wildlife including collection and removal; and (b) the importance of these resources and the purpose and necessity of protecting them.
9. Impact avoidance and mitigation measures for cultural resources developed in consultation with BLM and the State Historic Preservation Officer will be implemented.
10. The project sponsors will respond to complaints of line-generated radio or television interference by investigating the complaints and implementing appropriate mitigation measures. The transmission line will be patrolled on a regular basis so that damaged insulators or other line materials that could cause interference are repaired or replaced.

11. The project sponsors will apply necessary mitigation to minimize problems of induced currents and voltages onto conductive objects sharing a right-of-way, to the mutual satisfaction of the parties involved.
12. All construction and maintenance activities shall be conducted in a manner that will minimize disturbance to vegetation, drainage channels, and intermittent and perennial streambanks. In addition, all existing roads will be left in a condition equal to or better than their condition prior to the construction of the transmission line.
13. Construction holes left open over night shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.
14. During construction, water shall be applied for the purpose of dust control.
15. All requirements of those entities having jurisdiction over air quality matters will be adhered to and any necessary permits for construction activities will be obtained. Open burning of construction debris (cleared trees, etc.) will not be allowed on BLM administered lands.
16. Fences and gates, if damaged or destroyed by construction activities, will be repaired or replaced to their original predisturbed condition as required by the landowner or the land management agency. Temporary gates will be installed only with the permission of the landowner or the land management agency, and will be restored to their original predisturbed condition following construction.
17. The proposed hardware and conductor will limit the audible noise, radio interference (RI), and television interference (TVI) due to corona. Tension will be maintained on all insulator assemblies to assure positive contact between insulators, thereby avoiding sparking. Caution will be exercised during construction to avoid scratching or nicking the conductor surface, which may provide points for corona to occur.
18. During operation of the transmission line, the right-of-way will be maintained free of construction related non-biodegradable debris.
19. Totally enclosed containment will be provided for all debris. All construction waste including debris, litter, garbage, other solid waste, petroleum products, and other potentially hazardous materials will be removed promptly to a disposal facility authorized to accept such materials.
20. Structures will be constructed to conform to "Suggested Practices for Raptor Protection on Power Lines" (Raptor Research Foundation, Inc. 1981).
21. Species protected by the Arizona Native Plant Law will be salvaged. A salvage plan approved by the BLM will be included in the specific plan of development. Generally, salvage may include:
 - removal and stockpiling for replanting on site
 - removal and transplanting out of surface disturbance area
 - removal and salvage by private individuals
 - removal and salvage by commercial dealers
 - any combination of the above

21. The alignment of any new access roads or overland routes will follow the designated area's

landform contours where possible, providing that such alignment does not additionally impact resource values. This would minimize ground disturbance and reduce scarring.

22. All new access roads not required for maintenance will be permanently closed using the most effective and least environmentally damaging methods appropriate to that area with concurrence of the landowner or land manager (e.g., stock piling and replacing topsoil, or rock replacement). This would limit access into the area.
23. In designated areas, structures will be placed or rerouted so as to avoid sensitive features such as, but not limited to, riparian areas, watercourses, and cultural sites, or to allow conductors to clearly span the features, within limits of standard tower design.
24. Transmission line structures will comply with Federal Aviation Administration Guidelines to minimize aircraft hazards (Federal Aviation 77).
25. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.

Desert Tortoise Mitigation Measures

1. A desert tortoise protection education program shall be presented to all employees, the project site. The education program shall include discussions of the following:
 - legal and sensitive status of the tortoise
 - brief discussion of tortoise life history and ecology
 - mitigation measures designed to reduce adverse effects to tortoises
 - protocols to follow if a tortoise is encountered, including appropriate contact points.
2. A desert tortoise monitor (qualified desert tortoise biologist) will be required when constructing within Category I and II tortoise habitat. The biologist shall watch for tortoises wandering into construction areas, check under vehicles, check at least three times per day any excavations that might trap tortoises, and conduct other activities necessary to ensure that death and injury of tortoises are minimized.
3. Protocols for dealing with any tortoises found in project areas shall be in accordance with Arizona Game and Fish Departments *Guidelines for Handling Sonoran Desert Tortoises Encountered on Development Projects*, revised January, 1997.
4.
 - a. Vehicle use shall be limited to existing or designated routes to the extent possible.
 - b. Areas of new construction shall be flagged or marked on the ground prior to construction. All construction workers shall strictly limit their activities and vehicles to areas that have been marked. Construction personnel shall be trained to recognize markers and understand the equipment movement restrictions involved.
5. Construction sites shall be maintained in a sanitary condition at all times. The project proponent shall be responsible for controlling and limiting litter, trash, and garbage by placing refuse in predator-proof, sealable receptacles. Trash and debris shall be removed when construction is complete.
6. All features that can entrap tortoise (i.e., trenches, pits, and other features) in the project area shall be checked twice daily (morning and afternoon) for trapped desert tortoise.

7. During and after completion of the project, trenches, pits, and other features in which tortoises could be entrapped or entangled, shall be filled in, covered, or otherwise modified so they are no longer a hazard to desert tortoise.
8. All dogs in the project area shall be on a leash.

Other Mitigating Measures

9. All applicable regulations in accordance with 43 CFR 2800.
10. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this right-of-way in strict conformity with the Plan of Development (POD) dated February, 2003 and made part of the grant. Any relocation, additional construction, or use that is not in accord with the approved POD, shall not be initiated without the prior written approval of the authorized officer. A copy of the complete right-of-way grant, including all stipulations and approved POD, shall be made available on the right-of-way area during construction, operation, and termination to the authorized officer. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.
11. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the holder or any person working on the holders behalf, on public or federal land shall be immediately reported to the authorized officer. The holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer. An evaluation of the discovery will be made the authorized officer to determine the appropriate actions to prevent the loss of significant cultural or scientific values. The holder will be responsible for the cost of the evaluation and any decision as to the proper mitigation measures will be made by the authorized officer after consulting with the holder.
12. Construction holes left open over night shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.
13. Within 30 days of completion, the holder will submit to the authorized officer, as-built drawings and a certification of construction verifying that the facility has been constructed (and tested) in accordance with the design, plans, specifications, and applicable laws and regulations.
14. During construction, the holder shall apply water for the purpose of dust control.
15. The holder shall trim trees in preference to cutting trees and shall cut trees in preference to bulldozing them as directed by the authorized officer.
16. Holder shall remove only the minimum amount of vegetation necessary for the construction of structures and facilities. Topsoil will be conserved during excavation and reused as cover on disturbed areas to facilitate re-growth of vegetation.
17. The holder shall maintain the right-of-way in a safe usable condition, as directed by the authorized officer.
18. The holder will be responsible for the total reclamation of the right-of way shall it ever be

relinquished or terminated. This reclamation will include the scarification of the road surface and the reseeding of the entire disturbed area with a native seed mixture that will be approved by the Authorized Officer prior to the reclamation work.

19. The holder of this right-of-way grant or the holder's successor in interest shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior issued pursuant thereto.
20. All design, material, and construction, operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
21. Construction sites shall be maintained in a sanitary condition at all times; waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment.
22. The holder(s) shall comply with all applicable Federal laws and regulations existing or hereafter enacted or promulgated. In any event, the holder(s) shall comply with the Toxic Substances Control Act of 1976, as amended (15 U.S.C. 2601, et seq.) with regard to any toxic substances that are used, generated by or stored on the right-of-way or on facilities authorized under this right-of-way grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (leaks, spills, etc.) in excess of the reportable quantity established by 40 CFR, Part 117 shall be reported as required by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 102b. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the authorized officer concurrent with the filing of the reports to the involved Federal agency or State government.
23. The holder agrees to indemnify the United States against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way (unless the release or threatened release is wholly unrelated to the right-of-way holder's activity on the right-of-way. This agreement applies without regard to whether a release is caused by the holder, its agent, or unrelated third parties.
24. Prior to termination of the right-of-way, the holder shall contact the authorized officer to arrange a pre-termination conference. This conference will be held to review the termination provisions of the grant.
25. Archeological sites that are eligible or potentially eligible for the National Register shall be spanned and avoided during construction and maintenance activities. If an eligible site cannot be spanned, impact avoidance and mitigation measures developed in consultation with the State Historic Preservation Office and other interested parties shall be implemented during post-Environmental Assessment phases of project implementation.
26. Prior to construction, a training program shall be instituted that would stress the importance of avoiding unintentional and intentional damage to cultural, paleontological, and ecological resources.

GUIDELINES FOR HANDLING SONORAN DESERT TORTOISES
ENCOUNTERED ON DEVELOPMENT PROJECTS

Arizona Game and Fish Department

Revised January 17, 1997

The Arizona Game and Fish Department (Department) has developed the following guidelines to reduce potential impacts to desert tortoises, and to promote the continued existence of tortoises throughout the state. These guidelines apply to short-term and/or small-scale projects, depending on the number of affected tortoises and specific type of project.

Desert tortoises of the Sonoran population are those occurring south and east of the Colorado River. Tortoises encountered in the open should be moved out of harm's way to adjacent appropriate habitat. If an occupied burrow is determined to be in jeopardy of destruction, the tortoise should be relocated to the nearest appropriate alternate burrow or other appropriate shelter, as determined by a qualified biologist. Tortoises should be moved less than 48 hours in advance of the habitat disturbance so they do not return to the area in the interim. Tortoises should be moved quickly, kept in an upright position at all times and placed in the shade. Separate disposable gloves should be worn for each tortoise handled to avoid potential transfer of disease between tortoises. Tortoises must not be moved if the ambient air temperature exceeds 105 degrees Fahrenheit unless an alternate burrow is available or the tortoise is in imminent danger.

A tortoise may be moved up to two miles, but no further than necessary from its original location. If a release site, or alternate burrow, is unavailable within this distance, and ambient air temperature exceeds 105 degrees Fahrenheit, the Department should be contacted to place the tortoise into a Department-regulated desert tortoise adoption program. Tortoises salvaged from projects which result in substantial permanent habitat loss (e.g. housing and highway projects), or those requiring removal during long-term (longer than one week) construction projects, will also be placed in desert tortoise adoption programs. *Managers of projects likely to affect desert tortoises should obtain a scientific collecting permit from the Department to facilitate temporary possession of tortoises.* Likewise, if large numbers of tortoises (>5) are expected to be displaced by a project, the project manager should contact the Department for guidance and/or assistance.

Please keep in mind the following points:

- These guidelines do not apply to the Mohave population of desert tortoises (north and west of the Colorado River). Mohave desert tortoises are specifically protected under the Endangered Species Act, as administered by the U.S. Fish and Wildlife Service.
- These guidelines are subject to revision at the discretion of the Department. We recommend that the Department be contacted during the planning stages of any project that may affect desert tortoises.
- Take, possession, or harassment of wild desert tortoises is prohibited by state law. Unless specifically authorized by the Department, or as noted above, project personnel should avoid disturbing any tortoise.

Exhibit 2

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MIKE GLEASON
KRISTIN K. MAYES
BARRY WONG

Arizona Corporation Commission

DOCKETED

DEC - 5 2006

DOCKETED BY

nr

IN THE MATTER OF THE APPLICATION OF
GILA BEND POWER PARTNERS, L.L.C., OR
THEIR ASSIGNEE(S), IN CONFORMANCE WITH
REQUIREMENTS OF ARIZONA REVISED
STATUTES SECTIONS 40-360-01 et seq., FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AUTHORIZING THE
CONSTRUCTION OF A NATURAL GAS-FIRED,
COMBINED CYCLE GENERATING PLANT,
SWITCHYARD, AND RELATED FACILITIES IN
THE TOWN OF GILA BEND, MARICOPA
COUNTY, ARIZONA, LOCATED IN THE
SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 5 SOUTH RANGE 5 WEST, GILA
AND SALT RIVER BASE AND MERIDIAN.

DOCKET NO. L-00000V-00-0106

IN THE MATTER OF THE APPLICATION OF
GILA BEND POWER PARTNERS AND ITS
ASSIGNS IN CONFORMANCE WITH THE
REQUIREMENTS OF ARIZONA REVISED
STATUTES 40-360.03 AND 40-360.06 FOR A
CERTIFICATE OF ENVIRONMENTAL
COMPATIBILITY AUTHORIZING
CONSTRUCTION OF ONE 500kV
TRANSMISSION LINE AND THE
WATERMELON SWITCHYARD IN MARICOPA
COUNTY, ARIZONA ORIGINATING AT THE
PROPOSED GILA BEND POWER PARTNERS
POWER PROJECT LOCATED NORTHWEST OF
THE CENTER OF THE TOWN OF GILA BEND,
ARIZONA (SECTION 19, TOWNSHIP 5 SOUTH,
RANGE 5 WEST, G&SRB&M) AND
TERMINATING AT THE PROPOSED
WATERMELON SWITCHYARD SECTION 22,
TOWNSHIP 5 SOUTH, RANGE 4 WEST, A
DISTANCE OF APPROXIMATELY 9 MILES.

DOCKET NO. L-00000V-01-0109

DECISION NO. 69177

ORDER

Open Meeting
Phoenix, Arizona

1 **BY THE COMMISSION:**

2 * * * * *

3 Having considered the entire record herein and being fully advised in the premises, the
4 Arizona Corporation Commission ("Commission") finds, concludes, and orders that:

5 **FINDINGS OF FACT**

6 1. On April 12, 2001, the Commission issued Decision No. 63552 in Docket No. L-
7 00000V-00-0106 ("Case No. 106"). Decision No. 63552 granted Gila Bend Power Partners, L.L.C.
8 ("GBPP") a Certificate of Environmental Compatibility ("CEC" or "Certificate") authorizing
9 construction of a natural gas-fired, combined cycle generating plant, switchyard and related facilities.
10 The CEC was granted upon 18 conditions, one of which is that the authorization to construct the
11 project would expire five years from the date the Certificate is approved by the Commission unless
12 construction is completed to the point that the plant is capable of operating at its rated capacity by
13 that time; provided, however, that prior to such expiration the facility owner may request that the
14 Commission extend the time limitation.

15 2. On June 21, 2001, the Commission issued Decision No. 63762 in Docket No. L-
16 00000V-01-0109 ("Case No. 109"). Decision No. 63762 granted GBPP a CEC to construct a 500 kV
17 transmission line, a 500 kV switchyard, and a 500 kV interconnection. The CEC was granted upon
18 five conditions, one of which is that the authorization to construct the facilities will expire five years
19 from the date the Certificate is approved by the Commission unless construction is completed to the
20 point that the 500 kV transmission line and 500 kV switchyard are capable of operating by that time;
21 provided, however, that prior to such expiration the applicant may request that the Commission
22 extend the time limitation.

23 3. On March 7, 2006, GBPP filed, in Case No. 106, an Application for Extension of
24 Certificate of Environmental Compatibility, Request for Expedited Treatment and, to the Extent
25 Necessary, an Interim Extension. GBPP requests that Decision No. 63552's deadline for completion
26 of construction be extended until April 12, 2011, or in the alternative, that an interim extension be
27 granted until the Commission can evaluate GBPP's request. GBPP states that it has not yet built the
28 project authorized by Decision No. 63552 because it has not been economically viable to construct an

1 additional power plant in the Palo Verde Hub area under current wholesale market conditions.

2 4. Also on March 7, 2006, GBPP filed, in Case No. 109, an Application for Extension of
3 Certificate of Environmental Compatibility. GBPP requests that Decision No. 63762's deadline for
4 completion of construction be extended until June 12, 2011. GBPP states that in order for the GBPP
5 project to be viable, an extension must be granted in both Case No. 106 and Case No. 109.

6 5. On March 20, 2006, the Commission's Utilities Division Staff ("Staff") filed a
7 memorandum in these dockets. Staff requested that, in response to GBPP's request for expedited
8 treatment, Case. No. 106 and Case No. 109 be consolidated, and that GBPP's request for an interim
9 extension of time be granted. Staff requested that the April 12, 2006, and June 12, 2006, time
10 deadlines be temporarily extended to December 31, 2006, in order to allow Staff sufficient time to
11 properly review GBPP's time extension requests and to issue a Staff Report; to allow sufficient time
12 for a hearing, if it is determined that a hearing is required; and to allow time for Commission review
13 of any proposed order. Staff requested that its Staff Report be due no earlier than July 28, 2006.

14 6. At the Commission's Open Meeting on April 4, 2006, the Commission directed the
15 Hearing Division to issue a Procedural Order comporting with Staff's recommendations in the March
16 20, 2006 filing. The Commission further directed that the Procedural Order require GBPP to make
17 an additional filing for Staff review regarding the factual circumstances underlying GBPP's requests.

18 7. By Procedural Order dated April 7, 2006, pursuant to the April 4, 2006 Open Meeting
19 directive, Cases Nos. 106 and 109 were consolidated for the purpose of evaluating the extension
20 requests. The April 7, 2006 Procedural Order extended the authority to construct granted in Decision
21 Nos. 63552 and 63762 until December 31, 2006. The Commission ordered GBPP to file by May 5,
22 2006, detailed information supporting its request for extension of the expiration of authority to
23 construct granted in Decision No. 63552 and Decision No. 63762. In addition, Staff was directed to
24 file a Staff Report, including a recommendation for the appropriate procedure for reaching a
25 Commission Decision on GBPP's requests by August 15, 2006.

26 8. On August 14, 2006, Staff requested an extension until September 29, 2006 to file its
27 Staff Report because the assigned Commission staff person had taken a medical leave of several
28 weeks. By its Response to Staff's request filed August 15, 2006, GBPP did not object to Staff's

1 requested extension.

2 9. Staff filed its Staff Report on September 27, 2006. The Staff Report concludes that a
3 reasonable presumption of need continues to exist for both the GBPP power plant and its 500 kV
4 Watermelon Switchyard and 500 kV transmission line projects. Thus, Staff recommends that the
5 Commission conditionally grant GBPP the five year extension it requests for the expiration date of
6 each respective CEC. The Staff Report concludes also that GBPP has not demonstrated that it is
7 complying timely and in good faith with all of the original conditions placed on its CECs.
8 Furthermore, Staff notes, the Commission has broadened and refined CEC compliance conditions
9 placed on more recently certificated power plant and transmission projects. Staff believes that it is
10 reasonable to require GBPP to comply with amended and new conditions that are similar to those
11 placed on more recently granted CECs. Therefore, Staff recommends that if the Commission grants
12 the five year extensions requested by GBPP, that the amended and new conditions set forth in
13 Exhibits A and B of the Staff Report be adopted both as remedy to the non-compliance findings
14 concerning current conditions and to make GBPP CECs' conditions comparable with recent cases
15 approved by the Commission. Staff further recommends that failure to comply with the new
16 conditions and pre-existing CEC conditions could be considered grounds for the Commission to
17 vacate the CEC for the respective project.

18 10. Copies of Staff's recommended conditions as set forth in Exhibits A and B of the Staff
19 Report are attached hereto as Exhibits A and B, and incorporated herein by reference.

20 11. By Procedural Order dated October 6, 2006, the Commission ordered GBPP to file
21 any comments or objections to the Staff Report by October 16, 2006. The October 6, 2006,
22 Procedural Order notified all interested parties of record that the Commission could make a final
23 determination on the extension requests without a hearing, unless a party files comments or
24 objections to the Staff Report or requests a hearing no later than October 16, 2006.

25 12. On October 11, 2006, GBPP requested an extension until October 23, 2006, to file
26 comments to the Staff Report. Staff did not object. By Procedural Order dated October 16, 2006, the
27 Commission granted an extension until October 23, 2006, to file responses to the Staff Report.

28 13. On October 23, 2006, GBPP filed Comments to ACC Staff Report. GBPP supports

Staff's recommendations and is willing to adopt the amended and new conditions set forth in Exhibits A and B. GBPP states it is not requesting an administrative hearing to address the Staff Report.

14. GBPP has not placed orders for any power plant, power plant switchyard, or new transmission line equipment related to the two CECs. Nor has GBPP indicated that it has entered into any bilateral contracts with electric utilities for the prospective sale of the plant's output. GBPP reports a \$750,000 investment in the construction of a Watermelon Switchyard structure, which is the only investment to date in equipment authorized by Decisions Nos. 63552 and 63762.

15. Staff categorizes the CEC conditions imposed in Decision Nos. 63552 and 63762 into several categories: 1) ongoing regulatory obligations; 2) construction prerequisites; 3) requirements to be fulfilled prior to operation; 4) construction management obligations; 5) operational compliance obligations; and 6) CEC expiration date for authorized construction. Because construction has not commenced, not all the conditions are applicable to GBPP's activities to date.

16. Staff found that GBPP had not initiated the activities required by Decision No. 63552 condition numbers 3, 4, 6, 14 and 17. The relevant conditions, as identified by Staff, are as follows:

3. Applicant shall provide to the Commission, not more than twelve (12) months prior to the commercial operation of the plant, a technical study regarding the sufficiency of transmission capacity to the plant.
4. Applicant shall submit to the Commission an interconnection agreement with the transmission provider with whom it is interconnecting.
6. Applicant will use commercially reasonable efforts to become a member of the Southwest Reserve Sharing Group, or its successor, thereby making its units available for reserve sharing purposes, subject to competitive pricing.
14. Applicant will, where feasible, develop an ongoing relationship with an appropriate educational institution in the State of Arizona to develop research projects to evaluate the ability of newly established vegetation to resist competition by salt cedar.
17. Applicant shall participate in good faith in state and regional transmission study forums, such as the Central Arizona Transmission study, to terminate a second transmission line out of the Gila Bend power plant that serves the transmission system grid needs to deliver power throughout the Western System Coordinating Council grid in a reliable manner. Applicant shall take all commercially reasonable efforts to ensure that such transmission line shall be timely constructed in accordance with the needs of the integrated transmission grid.

17. In its review of GBPP's extension request, Staff states that GBPP has not been an active participant in SWAT, STEP or CATS transmission study forums. According to Staff GBPP has not filed ten year plans annually with the Commission or participated in the Commission's Biennial Transmission Assessments since receiving its CECs. Similarly, Staff states GBPP has given no indication that it has attempted to develop an ongoing relationship with an educational institute to develop research evaluating the ability of newly established vegetation to resist competition by salt cedar as required by Condition No. 14. Staff recommends that if the CEC extension is granted, the deficiencies it has identified warrant remedies that modify or strengthen GBPP obligations to initiate these activities and would continue them on an ongoing basis until the conditions are fulfilled and the plant is operational.

18. Decision No. 63762 contains five CEC conditions of which only the first three Staff states are applicable at this time. The relevant conditions as identified by Staff are as follow:

1. Applicant shall comply with all existing applicable air and water pollution control standards and regulations, and with all existing applicable ordinances, master plans and regulations of the State of Arizona, the County of Maricopa, the United States and any other governmental entities having jurisdiction.
2. Applicant shall provide the Commission with copies of any transmission agreements it ultimately enters into with APS and SRP, respectively, within 30 days of execution of those agreements.
3. In connection with the final design and construction of the transmission line and switchyard facilities herein authorized, applicant shall:
 - a. Use existing access;
 - b. Minimize vegetation clearing;
 - c. Revegetate or restore areas of construction disturbance;
 - d. Use non-specular conductor and dulled structures;
 - e. Consolidate proposed 500 kV and existing 230 kV transmission line facilities on single supporting structures (pursuant to the request of the Town of Gila Bend and members of the public);
 - f. Where possible, match the transmission supporting structure height and span distance with those APS Gila River 500 kV transmission line facilities previously authorized in Case No. 102 (pursuant to the request of the Town of Gila Bend);
 - g. Locate the transmission line supporting structures so that the line spans the archeological site identified in that the line spans the archeological site identified in Applicant's cultural resources study;
 - h. Complete the native plant survey prior to commencement of construction and, if necessary, develop a plant salvage program;
 - i. Landscape the Watermelon Switchyard with arid plant materials; and
 - j. Construct an 8' to 10' earthen berm on the west side of the Watermelon

Switchyard in the location depicted in Applicant's hearing Exhibit A-4.

1
2 19. Staff states that in its May 8, 2006 self-certification letter related to its transmission
3 line CEC, GBPP reported no compliance activity regarding these three conditions. Staff is concerned
4 with the failure to comply with Condition Nos. 2 and 3.H. Staff notes that GPBB reports that it has
5 invested \$750,000 to expand the construction of a Watermelon Switchyard structure, and Staff
6 believes that it is highly unlikely that a utility would perform such construction without some form of
7 transmission agreement. Although Condition No. 2 of Decision No. 63762 requires GBPP to file
8 copies of transmission agreements within 30 days, no such agreements have been filed. Similarly,
9 Staff notes Condition No. 3.H requires completion of the native plant survey prior to commencing
10 construction, but that no such environmental activity was reported to the Commission prior to
11 construction. Staff recommends that these deficiencies warrant remedies with more definitive
12 compliance obligations if the expiration date of the CEC is to be extended.

13 20. In its October 23, 2006 Comments, GBPP states that it submitted its ten-year plans to
14 the Commission in 2002, 2003 and 2005, and asserts that it believes that it has made good faith
15 efforts to comply with the conditions that are currently applicable in Decision Nos. 63552 and 63762.

16 21. Staff believes there is support for the presumption of possible need for the GBPP
17 power plant and other similar gas fired plants within the next five years. Staff states that according to
18 the 2006 WECC Power Supply Assessment, the Desert Southwest could be deficient in planned
19 reserve margins as early as 2008. Staff notes that some parties have postulated that over the next two
20 to three years, Arizona utilities are likely to fully grow into the currently idled capacity or low
21 capacity factor energy production of new gas fired generation constructed in Arizona since 2001.
22 Staff states there also appears to be a growing short term need for access to new resources being
23 developed in the Desert Southwest, that the construction of planned new power lines out of the Palo
24 Verde Hub to California and Nevada will further enable transmission access between Arizona power
25 plants and the western wholesale market. Staff further notes that the GBPP generation plant is one of
26 eight gas fired power plants with an authorized CEC approved by the Commission that have not been
27 constructed. Those eight plants have total capacity of 5575 MW, and their respective CECs will
28 expire in 2007 and 2008. Staff believes that while the market need for these plants is soft and ill-

1 defined at the present time, there are signs that the industry is on the cusp of renewed interest in
2 quick, short term, generation fixes for which these plants are well suited.

3 22. Staff also believes that there is a reasonable presumption of transmission system need
4 for the GBPP transmission projects within the next five years irrespective of development of the
5 GBPP power plant. Staff notes that the Commission has authorized GBPP to build new transmission
6 lines from Hassayampa to the Jojoba Switchyard and from the Watermelon Switchyard to the GBPP
7 Switchyard. Staff states that these two line segments could be coupled with the two existing APS
8 500 kV lines between Jojoba and Watermelon to establish a transmission path to the Palo Verde Hub
9 that originates at the GBPP power plant site. The only portion that would remain to be sited would
10 be a new transmission line segment between the GBPP site and the North Gila. Staff believes that
11 such a new line segment would likely enable GBPP to comply with Condition No. 17 in its power
12 plant CEC.

13 23. Staff states it proposed to remedy GBPP's deficiencies in compliance by amending
14 several of the original CEC conditions with new language that is more prescriptive to assure the
15 original purpose and intent that the conditions are achieved in a timely manner. In addition, Staff
16 proposes new conditions to bring the GBPP CEC conditions current with obligations the Commission
17 has placed on more recent power plant projects. For example, growing dependency on natural gas for
18 electric generation has caused Staff to raise natural gas issues in recent power plant and transmission
19 line siting cases. Staff has recommended new natural gas CEC conditions for the GBPP power plant
20 similar to the conditions adopted in Case No. 116 for the proposed La Paz generating facility and
21 Case No. 114 for the proposed Wellton-Mohawk generating facility.

22 24. Staff's recommended conditions for Decision Nos. 63552 and 63762 as set forth in
23 Exhibits A and B hereto, are reasonable and will correct the current deficiencies identified in the
24 CECs and bring these CECs in conformance with other more recent CECs granted by the
25 Commission.

26 CONCLUSIONS OF LAW

27 1. The Commission has jurisdiction over GBPP and the subject matter contained herein
28 pursuant to Article XV of the Arizona Constitution and A.R.S. §40-252 and § 40-360 et seq.

1 2. Notice of the proceeding has been given in the matter prescribed by law.

2 3. Amending Decision Nos. 63552 and 63762 as set forth in Exhibits A and B is in the
3 public interest in balancing the need for the projects with their impact on the environment and
4 ecology of the state.

5 ORDER

6 IT IS THEREFORE ORDERED that Decision No. 63552, approving a Certificate of
7 Environmental Compatibility for Gila Bend Power Partners, LLC to construct and operate a power
8 generation plant, is hereby amended to incorporate the conditions set forth in Exhibit A.

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1 IT IS FURTHER ORDERED that Decision No. 63762, approving a Certificate of
2 Environmental Compatibility for Gila Bend Power Partners, LLC, for the construction and operation
3 of its Watermelon Switchyard and Transmission Line, is hereby amended to incorporate the
4 conditions set forth in Exhibit B.

5 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

6 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

7
8 Jeffrey R. Hatch-Miller
9 CHAIRMAN

William Miller
COMMISSIONER

10 Laurel Miller
11 COMMISSIONER

Timothy
COMMISSIONER

Bryan
COMMISSIONER

12
13 IN WITNESS WHEREOF, I, BRIAN C. McNEIL, Executive
14 Director of the Arizona Corporation Commission, have
15 hereunto set my hand and caused the official seal of the
16 Commission to be affixed at the Capitol, in the City of Phoenix,
17 this 5th day of Dec., 2006.

18 Brian C. McNeil
19 BRIAN C. McNEIL
20 EXECUTIVE DIRECTOR

21 DISSENT _____

22 DISSENT _____
23
24
25
26
27
28

1 SERVICE LIST FOR:

GILA BEND POWER PARTNERS, LLC

2 DOCKET NO.:

L-00000V-00-0106 and L-00000V-01-0109

3
4 Laurie A. Woodall, Chairman
Office of the Attorney General
5 1275 West Washington Street
Phoenix, AZ 85007

Hon. Sandie Smith
Pinal County Board of Supervisors
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27 A. Wayne Smith
6106 South 32nd Street
28 Phoenix, AZ 85040

GILA BEND POWER PARTNERS, L.L.C. POWER PLANT
PROPOSED NEW AND AMENDED CEC CONDITIONS
DOCKET NO. L-00000V-00-0106
September 27, 2006

Staff recommends the following language concerning amended and additional CEC conditions for GBPP's power plant project CEC be adopted by the Commission:

The Commission modifies the CEC by replacing the language of Condition 2 as follows:

2. Authorization to construct the project is extended five years from the original expiration date of February 7, 2006. Authorization to construct shall now expire February 7, 2011 unless construction is completed to the point that the plant is capable of operating at its rated capacity by that time; provided, however, that prior to such expiration the facility owner may request that the Commission extend this time limitation.

In extending the expiration date of the existing CEC approved in Decision No. 63552 the Commission adds the following nine new conditions:

19. The Applicant, its successor(s) or assign(s) shall submit a self-certification letter annually listing which conditions contained in the Certificate have been met. Each letter shall be submitted to the Commission's Utilities Division Director on August 1, beginning in 2007, describing conditions which have been met as of June 30. Applicant shall attach documents to the certification letters that explain, in detail, how compliance was achieved. Applicant shall also submit copies of each certification letter, along with corresponding documentation, to the Arizona Attorney General and the respective Directors of the Arizona Department of Water Resources and Arizona Department of Commerce, Energy Office. To the extent that a condition need only be fulfilled once, once Applicant has fulfilled said condition, Applicant need not report with respect to that condition in future self-certification letters.
20. Applicant shall demonstrate in its 2007 self-certification letter that it has initiated and is continuing action to comply with Condition Nos. 1, 3, 4, 14, an 17 or in the alternative provide an explanation of why it should not be considered as non-compliant with the subject conditions.
21. Applicant shall participate in Arizona subregional transmission planning forums such as SWAT and CATS on a regular basis and participate in each Biennial Transmission Assessment performed by the Commission.
22. Applicant shall document in its annual self-certification letter all steps taken in the previous year to seek a contract for capacity and energy production out of its

EXHIBIT A

DECISION NO. 69177

GILA BEND POWER PARTNERS, L.L.C. POWER PLANT
PROPOSED NEW AND AMENDED CEC CONDITIONS
DOCKET NO. L-00000V-00-0106
September 27, 2006

plant. This should include participation in any and all generation adequacy or planning workshops or assessments sponsored by the Commission.

23. Applicant will participate in good faith in Arizona and regional workshops and other assessments of the natural gas infrastructure.
24. Applicant shall pursue all necessary steps to ensure a reliable supply and delivery of natural gas for the Project.
25. Within five days of Commission approval of this CEC, Applicant shall request in writing that El Paso provide Applicant with a written report describing the operational integrity of El Paso's Southern System facilities from the Casa Grande Compressor Station to the Wenden Compressor Station. Such request shall include:
 - a. A request for information regarding inspection, replacement and/or repairs performed in this segment of El Paso's pipeline facilities since 1996 and those planned through 2006; and
 - b. An assessment of subsidence impacts on the integrity of this segment of pipeline over its full cycle, together with any mitigation steps taken to date or planned in the future.

Applicant shall file its request and El Paso's response under this docket with the Commission's Docket Control. Should El Paso not respond within thirty (30) days, Applicant shall docket a copy of Applicant's request with an advisory of El Paso's failure to respond. In either event, Applicant's responsibility hereunder shall terminate once it has filed El Paso's response or Applicant's advisory of El Paso's failure to respond.

26. In order to comply with WECC RMS requirements, Applicant shall offer as Ancillary Services a total of 10% of its total plant capacity to:
 - a. The local control area with which it is interconnected and
 - b. Arizona's regional ancillary services market,
 - i. once a Regional Transmission Organization (RTO) is declared operational by FERC order, and
 - ii. until such time that an RTO is so declared, to a regional reserve sharing pool.

EXHIBIT A

DECISION NO. 69177

GILA BEND POWER PARTNERS, L.L.C. POWER PLANT
PROPOSED NEW AND AMENDED CEC CONDITIONS
DOCKET NO. L-00000V-00-0106
September 27, 2006

27. In extending the expiration date of the Certificate the Commission considers the Certificate to be a package of inter-related requirements and conditions that must all remain in force in order to merit Commission approval. If the Applicant, its successors(s) or assignee(s) pursue a legal challenge of any condition herein, the authority to construct facilities granted by this Commission Decision shall be revoked and the Certificate rendered null and void in its entirety without further order of the Commission.

EXHIBIT A

DECISION NO. 69177

GILA BEND POWER PARTNERS, L.L.C.
WATEMELON SWITCHYARD AND TRANSMISSION LINE
PROPOSED NEW AND AMENDED CEC CONDITIONS
DOCKET NO. L-00000V-01-0109
September 27, 2006

Staff recommends the following language concerning amended and additional CEC conditions for GBPP's transmission line project CEC be adopted by the Commission:

The Commission modifies the CEC by replacing the language of Conditions 5 as follows:

5. Authorization to construct the project is extended five years from the original expiration date of April 11, 2006. Authorization to construct shall now expire April 11, 2011 unless construction is completed to the point that the 500 kV line and 500 kV switchyard are capable of operating at that time; provided, however, that prior to such expiration the facility owner may request that the Commission extend this time limitation.

In extending the expiration date of the existing CEC approved in Decision No. 63762 the Commission adds the following four new conditions:

6. The Applicant, its successor(s) or assign(s) shall submit a self-certification letter annually listing which conditions contained in the Certificate have been met. Each letter shall be submitted to the Commission's Utilities Division Director on August 1, beginning in 2007, describing conditions which have been met as of June 30. Applicant shall attach documents to the certification letters that explain, in detail, how compliance was achieved. Applicant shall also submit copies of each certification letter, along with corresponding documentation, to the Arizona Attorney General and the respective Directors of the Arizona Department of Water Resources and Arizona Department of Commerce, Energy Office. To the extent that a condition need only be fulfilled once, once Applicant has fulfilled said condition, Applicant need not report with respect to that condition in future self-certification letters.
7. Applicant shall demonstrate in its 2007 self-certification letter that it has initiated and is continuing action to comply with Condition Nos. 1, 2, and 3.H. or in the alternative provide an explanation of why it should not be considered as non-compliant with the subject conditions.
8. Applicant shall annually file ten year plans with the Commission in accordance with A.R.S. § 40-360-2.A., participate in Arizona subregional transmission planning forums such as SWAT and CATS on a regular basis, and participate in each Biennial Transmission Assessment performed by the Commission.
9. In extending the expiration date of the Certificate the Commission considers the Certificate to be a package of inter-related requirements and conditions that must all remain in force in order to merit Commission approval. If the Applicant, its

EXHIBIT B

DECISION NO. 69177

GILA BEND POWER PARTNERS, L.L.C.
WATEMELON SWITCHYARD AND TRANSMISSION LINE
PROPOSED NEW AND AMENDED CEC CONDITIONS
DOCKET NO. L-00000V-01-0109
September 27, 2006

successors(s) or assignee(s) pursue a legal challenge of any condition herein, the authority to construct facilities granted by this Commission Decision shall be revoked and the Certificate rendered null and void in its entirety without further order of the Commission.

EXHIBIT B

DECISION NO. 69177

Exhibit 3

Gila Bend Power Partners, LLC

VENDOR NO: AZPS

NAME: ARIZONA PUBLIC SERVICE COMPANY

CHECK DATE: 6/11/03

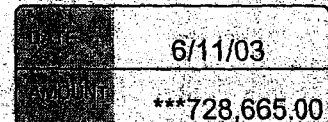
1329

REFERENCE	INV. DATE	INV. DESCRIPTION	GROSS AMOUNT	DISCOUNT TAKEN	NET AMOUNT PAID
306023023010	6/3/03	Watermelon structure	728,665.00	0.00	728,665.00
TOTAL			728,665.00	0.00	728,665.00

Gila Bend Power Partners, LLC

Operating Account
5949 Sherry Lane, Suite 1900
Dallas, Texas 75225

Bank of America
Bank of America, NA
Dallas, Texas

1329

PAY Seven Hundred Twenty-Eight Thousand Six Hundred Sixty-Five and 00/100*****

TO THE
ORDER
OF

ARIZONA PUBLIC SERVICE COMPANY
Mail Station 2260
P.O. Box 53999
Phoenix, AZ 85072-3999

NOT VALID OVER \$1000 UNLESS COUNTERSIGNED

COPY

Green

INVOICE FOR ATTEND
CHARGE: GBPP

PAYABLE TO: APS

AMOUNT: \$728,665.00

RETURN CHECK TO PB FOR MAILING: ☒ Yes



INVOICE NUMBER 306023023010

INVOICE DATE	DUE DATE	REFERENCE	PREPARED BY	PAGE
6/3/2003	7/3/2003	03CLARK	Jan Neff	Page 1 of 1

JEMS #: W151431

Gila Bend Power Partners, LLC
c/o Sammons Power Development, Inc.
5949 Sherry lane, Suite 1900
Dallas, TX 75225-6553
Attn: John Washburn

CC: Heather Kreager

GILA BEND POWER PARTNERS - WATERMELON STRUCTURE W151431
BASE CONTRACT - 100% COMPLETE
W151431 - Buckeye, AZ

Project complete 100% no retention

Maricopa County, Arizona Contracting Sales Tax 0.04095

PROJECT LUMP SUM TOTAL:

Project 100% Complete -
Amount Due This Invoice

Amount of this Invoice	
100.00%	\$700,000.00
	\$28,665.00
100.00%	\$728,665.00
	\$728,665.00
	\$728,665.00

PLEASE PLACE REFERENCE NO. AND INVOICE NO. ON YOUR CHECK AND REMIT TO:

Arizona Public Service Company

Attention: Jan Neff (602) 371-6690 Mail Station: 3040

Transmission Construction Projects

P. O. Box 53933 - Station 3040

Phoenix, Arizona 85072-3933

GB base contract for plant
- PAVAT

16200 Watermelon Switchyard

\$10,000 deposit
4/11/01
15200 - Building
Permits

Exhibit 4



SALT RIVER PROJECT

POST OFFICE BOX 52025
PHOENIX, ARIZONA
85072-2025
(602) 238-5900

December 20, 2001

GILA BEND POWER PARTNERS, LLC
Attn: Mr. Robert A. Innamorati
Power Development Enterprises, Inc.
5949 Sherry Lane - Suite 1880
Dallas, Texas 75225

Re: ANPP HASSAYAMPA SWITCHYARD INTERCONNECTION AGREEMENT

Enclosed for your files please find a copy of the "ANPP HASSAYAMPA SWITCHYARD INTERCONNECTION AGREEMENT", fully executed as of December 6, 2001, containing original executed signature pages from all Parties.

If you have any questions concerning this agreement, please contact me at (602) 236-3022 or via E-Mail at RALEHMAN@srpnet.com.

Sincerely,

A handwritten signature in cursive script that reads "Richard A. Lehman".

Richard A. Lehman
Regulatory Affairs and Contracts

Enclosure

Hassayampa IA:ltr

File 24,3

ANPP HASSAYAMPA SWITCHYARD
INTERCONNECTION AGREEMENT

1. PARTIES:

The Parties to this ANPP HASSAYAMPA SWITCHYARD INTERCONNECTION AGREEMENT are: ARIZONA PUBLIC SERVICE COMPANY ("APS"), an Arizona corporation; EL PASO ELECTRIC COMPANY ("EPE"), a Texas corporation; THE CITY OF LOS ANGELES BY AND THROUGH THE DEPARTMENT OF WATER AND POWER ("LADWP"), a department organized and existing by virtue of and under the Charter of the City of Los Angeles, a municipal corporation of the State of California; PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), a New Mexico corporation; SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT ("SRP"), an agricultural improvement district organized and existing under the laws of the State of Arizona; SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY ("SCPPA"), a public entity organized and existing under and by virtue of the laws of the State of California; SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), a California corporation; and GILA BEND POWER PARTNERS, LLC ("Interconnector"), a Delaware limited liability company; individually referred to as "Party" and collectively as "Parties".

2. RECITALS:

This Agreement is made with reference to the following facts, among others:

2.1 The Interconnector intends to construct and operate its Generating Facility for the purpose of generating electric energy for its own use, selling electric power at wholesale, or both.

2.2 The ANPP Switchyard Participants intend to operate the Hassayampa Switchyard,

1 34. SIGNATURE CLAUSE:

2 The signatories hereto represent that they have been appropriately authorized to enter into
3 this Agreement on behalf of the Party for whom they sign.

4 INTERCONNECTOR:

5 GILA BEND POWER PARTNERS, LLC

6 By: SAMMONS POWER DEVELOPMENT, INC., MANAGING MEMBER

7 By: John H. Washburn

8 Title: John H. Washburn

9 Date: August 23, 2001

10 ANPP SWITCHYARD PARTICIPANTS:

11 ARIZONA PUBLIC SERVICE COMPANY

12
13 By: _____

14 Title: _____

15 Date: _____

16 EL PASO ELECTRIC COMPANY

17
18 By: _____

19 Title: _____

20 Date: _____

21 DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES

22
23 By: _____

Title: _____

Date: _____

Exhibit 5

Hassayampa Switchyard Project
SEPTEMBER 2004



Project Completion & Final Cost Report



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1.0 INTRODUCTION

This report fulfills the requirement of the Hassayampa Project Funding Agreement to issue a Final Completion Report.

This report has been prepared by the Salt River Project (Project Manager).

This report describes the scope and includes the total project costs to implement the Hassayampa Switchyard Project, and covers the time period of mid January 1999 through August 2004, which therefore does not include any impact from the Final Disposition of the ITCC Tax Issue.

This report does include the final cost disposition from the recent audits.

2.0 MANAGEMENT SUMMARY

During 1999, Salt River Project (SRP), as Operating Manager of the Palo Verde Transmission System (PVTs) and High Voltage Switchyard, received ten (10) requests from utilities, independent power producers and other interests for eleven (11) transmission line or generator terminations at the Palo Verde Switchyard.

Deregulation, load growth, open land, water sources and access to natural gas and EHV transmission lines made the Palo Verde hub an attractive location for the construction of natural gas fired combustion turbine and combined cycle generating stations. Transmission line developers also saw the potential for moving Palo Verde hub power to remote loads with new EHV transmission lines.

SRP began developing a plan that would accommodate the interconnection requests that far exceeded the number of vacant termination positions at the Palo Verde Switchyard. The proposed solution was the construction of a "satellite" switchyard approximately three miles south of the Palo Verde Switchyard with three (3) tie lines back to Palo Verde. This new yard would have the ultimate capability of twenty (20) 500kV terminations. This concept was agreed to by the PVTs E&O Committee and the requesting Interconnectors.

In 2000, the Hassayampa Switchyard Project became a

reality after five (5) Participating Interconnectors signed the Funding Agreements and later executed the ANPP Hassayampa Switchyard Interconnection Agreements as of December 6, 2001. The Participating Interconnectors that executed the Interconnection Agreements with the Arizona Nuclear Power Project High Voltage Switchyard Participants (Switchyard Participants) are as follows:

- ◆ Duke Energy Arlington Valley, LLC
- ◆ Gila Bend Power Partners, LLC
- ◆ Harquahala Generating Company, LLC
- ◆ Mesquite Power, LLC
- ◆ Pinnacle West Energy Corporation

SRP elected to retain a third party design firm (i.e., Sargent & Lundy, LLC) to perform the final engineering services and to augment their design efforts with SRP resources. The construction was performed on a multiple lump sum contracting approach. SRP provided all construction management support.

The Project Budget approved by the Participating Interconnectors was \$74,736,000 and all project costs were borne by the Interconnectors. A summary highlighting the budget versus actual costs is as follows:

BUDGET VS. ACTUAL COST SUMMARY			
	Budget \$	Actual \$	% Variance
Common Facilities	40,931,000	42,383,267	96%
Contingency	3,448,000	-	
Interconnection Facilities	17,951,000	15,552,666	79%
Contingency	1,795,000	-	
ITCC Collected Funds (Common Facility)	10,611,000	10,133,839	96%
Total	74,736,000	68,069,772	91%

The actual project cost was \$ 57,935,933 (excludes ITCC monies collected from Interconnectors). Since the Switchyard Participants (not the Interconnectors) would own the Hassayampa Switchyard Project common facilities, there was an income tax question if the cost of these facilities would be considered corporate income. To allow for this possibility, an ITCC (Income Tax Cost Component) contingency fund was collected from the Interconnectors. The ITCC budget amount was \$10,611,000, and the actual ITCC collected from the Interconnectors was \$ 10,133,839. The negotiations between the parties are continuous and if collected ITCC monies are to be refunded to the Interconnectors, SRP's Accounting Department will handle the dispersal.

The Interconnectors had various need dates for energizing their tie lines from Hassayampa that ranged from November

2001 to October 2002. SRP developed an Energization Schedule to support these need dates that was the basis for the staged construction schedule that was used to build Hassayampa.

The Hassayampa Switchyard Project commissioning ceremony was held in March 2002.

The Hassayampa Switchyard Project was unique in that with the de-regulation of the electric power industry, this project was viewed as very successful in meeting the needs of merchant power producers seeking to interconnect into the Palo Verde hub while maintaining the substation and transmission line standards of the owners of the Palo Verde Switchyard and Transmission System.

All milestone dates were achieved and incurred costs were within the approved Project Budget.

3.0 PROJECT OVERVIEW

3.1 GENERAL

The Hassayampa Switchyard is a 500-kV switchyard constructed specifically to facilitate the interconnection requests of new generating facilities in the vicinity of the Palo Verde Nuclear Generating Station. The new switchyard was necessary to accommodate all Participating Interconnector requests.

During the late 1990's, the Switchyard Participants received several requests for transmission line and generation station interconnections from utilities, independent power producers, and other interests. The increase in load growth in the southwestern United States along with the accessibility to a high-voltage transmission system, natural gas pipeline, and open land made the southwestern Arizona area a prime location for the addition of natural gas simple-cycle and combined-cycle power stations.

The existing 500-kV transmission facilities, however, was limited by available substation termination positions and the capacity of the existing transmission lines.

The Switchyard Participants are comprised of utility owners. The Participants include Arizona Public Service Company, El Paso Electric Company, Los Angeles Department of Water & Power, Public Service Company of New Mexico, Salt River Project Agricultural Improvement and Power District, Southern California Edison, and Southern California Public Power Authority. The entities have a percentage-based ownership. Management and technical oversight is provided by the Palo Verde Transmission System (PVTs) Administrative Committee and PVTs Engineering & Operating Committee, respectively.

The PVTs Administrative Committee directed SRP to develop a plan to accommodate the interconnection requests made to the Switchyard Participants. SRP, acting on behalf of the Switchyard Participants, was the Project Manager and Operating Agent for the PVTs, which includes the Palo Verde Switchyard facility.

The direction given to SRP was to consider conceptual design, project cost, project schedule, environmental, and permitting requirements of the various alternatives. It was determined that a "satellite" switchyard with associated modifications to existing facilities was necessary to accommodate all of the interconnection requests.

Initially, SRP considered additions and modifications to the Palo Verde Switchyard to accommodate the requests for interconnection. As the number of requests to connect to the 500-kV system continued to increase, however, it became apparent that the Palo Verde Switchyard would not accommodate the number of positions requested.

In November 1999, a conceptual design study was completed with the support of Burns & McDonnell, an architect-

engineering (A-E) firm headquartered in Kansas City, Missouri. The conceptual plan identified the preferred plan to accommodate the large number of interconnection requests.

The plan included the construction of the following:

- (1) a new 500-kV "satellite" switchyard approximately 3 miles south of the Palo Verde Switchyard;
- (2) the loop-in of two existing Palo Verde 500-kV transmission lines into the satellite switchyard;
- (3) a new third tie line to be built between the satellite and the Palo Verde switchyards; and
- (4) a 500-kV line termination at the Palo Verde Switchyard for the new tie line.

The construction of the satellite switchyard, which was later named "Hassayampa," provides the termination positions for the new generating facilities for this area.

In May 2000, SRP retained the Architectural & Engineering firm of Sargent & Lundy, LLC headquartered in Chicago, Illinois to perform the final design services for the project. Final design activities were initiated shortly thereafter.

The project resulted in five Participating Interconnectors requesting six termination positions. During the conceptual design phase there were as many as nine interconnection requests for ten terminations.

3.2 PARTICIPATING INTERCONNECTORS

The Participating Interconnectors are as follows:

- ◆ Harquahala Generating Company, LLC
- ◆ Duke Energy Maricopa, LLC
- ◆ Pinnacle West Energy Corporation
- ◆ Gila Bend Power Partners, LLC
- ◆ Mesquite Power, LLC

3.3 OWNERSHIP

The High Voltage Switchyard Participants shall own and hold title to an undivided interest as tenants in common in the Hassayampa Switchyard and all Capital Improvements thereto in the same proportion as their ownership interests in the Palo Verde Switchyard.

The Switchyard Participants and percent ownership are as follows:

COMPANY	OWNERSHIP %
Arizona Public Service Company	27.41
El Paso Electric Company	14.86
Los Angeles Department of Water & Power	3.07
Public Service Company of New Mexico	9.60
Southern California Edison	20.72
Southern California Public Power Authority	5.56
Salt River Project Agricultural Improvement and Power District	18.78

Each Participating Interconnector has "Ownership-like Rights" and obligations, as they pertain to the Hassayampa Switchyard, Capital Improvements thereto and one line terminating in the Palo Verde Switchyard. The descriptions of "Ownership-like Rights" are contained in the Funding Agreement executed between the Switchyard Participants and Participating Interconnectors.

3.4 AGREEMENTS

The PVTs Legal and Negotiating (L&N) Committee developed and executed several agreements and resolutions.

Funding for common facilities (defined as the termination at the Palo Verde Switchyard, new tie line, two line loop-ins, and the Hassayampa Switchyard common facilities) was the responsibility of all Participating Interconnectors on a pro rata share basis.

A Funding Agreement was executed in May 2000 between the Project Manager (SRP) and the Participating Interconnectors while the development of Interconnection Agreements was proceeding. The Funding Agreement allowed SRP to design, procure, and construct the common facilities associated with the Hassayampa Switchyard before the execution of final Interconnection Agreements.

The following Agreements and Resolutions have been executed between the parties:

- ◆ Interim Funding Agreement No. 1. Effective as of December 2, 1999 and terminated on February 29, 2000.
- ◆ Interim Funding Agreement No. 2. Effective as of March 2, 2000 and terminated effective on date of execution of Funding Agreement.
- ◆ Funding Agreement. Effective as of May 26, 2000.
- ◆ Kyrene Letter of Understanding, dated May 25, 2000.
- ◆ Acknowledgement and Consent Regarding Acquisition of Land for Satellite Switchyard on a Reimbursement Basis, approved on June 30, 2000.
- ◆ Acknowledgement and Consent Regarding the Separate Accounting of Construction Funds, approved on June 30, 2000.
- ◆ Resolution to Proceed with Construction of Hassayampa Switchyard, approved on November 1, 2000.
- ◆ Approval of Revised Budget for Construction Work, approved November 1, 2000.
- ◆ Addendum to Funding Agreement, January 2001.
- ◆ ANPP Hassayampa Switchyard Interconnection Agreements, executed as of December 6, 2001 among the ANPP High Voltage Switchyard Participants and each Participating Interconnector.

4.0 PROJECT TEAM, APPROACH AND DESCRIPTION

4.1 PROJECT TEAM

In order to support the project, SRP assembled an experienced and dedicated project team to manage and support the permitting, environmental studies, land acquisition, design, procurement, construction and start-up services. A select number of SRP employees were assigned full time to this project. The project manager was assigned and selected from within SRP's Power, Construction and Engineering Services department headed by David (Dave) G. Areghini, SRP Associate General Manager.

The key SRP personnel assigned to this project were as follows:

Project Manager	Robert W. (Bob) Roessel
Project Engineer	Gary R. Frere
Contract Administrator	Curtis W. Freeman
Project Controls	Michael J. Bonano
Site Manager	Stanley E. Hayes
Construction Manager	Paul S. Patino
Construction Coordinator	John J. Bulinski
Construction Coordinator	Chris Drake
Construction Coordinator	Bill Boyd

4.2 PROJECT APPROACH

SRP was responsible for the complete project, as described in Section 3.0, Project Overview, and as described in the Funding Agreement, which outlines the responsibilities of the Project Manager (i.e., SRP) for the Hassayampa Switchyard Project.

SRP's responsibilities include the pre-design, design, procurement, construction, and construction management, including all accounting, invoicing, coordination, contract administration, land acquisition, environmental work, permitting, budgeting, and scheduling.

SRP also supported the WATS (Western Arizona Transmission System) Committee in the development of the Interconnection Study Plan and subsequent preliminary studies. In addition, SRP has supported the PVTs L&N Committee in the development and execution of several agreements between the PVTs Participants and Participating Interconnectors.

SRP had retained the architectural-engineering services of Sargent & Lundy of Chicago, IL to provide the final design services for the Hassayampa Switchyard Project. SRP internal engineering resources provided critical reviews and necessary design support to augment the efforts of Sargent & Lundy.

SRP performed all procurement for the project, including all apparatus, design, construction and start-up services. The construction activities were procured on a multiple lump sum contracting approach.

There were four (4) major erection or installation construction contracts as follows:

- ◆ Site Preparation, Foundations, Cable Trench, Conduit and Grounding
- ◆ Structure Erection, Electrical Equipment and Conductor Installation
- ◆ Furnish and Erection of Control House and Maintenance Building
- ◆ Control, Relay, Communication Panels; and Power and Control Cable Installation

4.3 PROJECT DESCRIPTION

There were three (3) major areas of work (i.e., Palo Verde Switchyard; New Tie Line and Loop-In of Existing Transmission Lines; and Hassayampa Switchyard) that were necessary to implement the Interconnector's line terminations, and these areas with further details are as follows:

4.3.1 PALO VERDE HIGH VOLTAGE SWITCHYARD

This work included a 500kV line termination at the Palo Verde Switchyard for the new tie line, and included control modifications by PVNGS to accommodate the line termination in Bay 7.

PVNGS CONTROL MODIFICATIONS

Arizona Public Service Company was responsible for design and installation of control modifications associated with the addition of a Bay 7 to Palo Verde Switchyard and line name changes in Bays 4 and 8.

The scope of services include the following:

- ◆ Design and installation of electrical ductbank, conduits and cables.
- ◆ Design and implement changes to main control board in Palo Verde Unit #1 to provide control of new Bay 7 breakers.
- ◆ Design and implement changes to main control boards in all three PV units and the simulator to add Bay 7 and to provide indication of breaker status and line name changes in Bays 4 and 8.
- ◆ Modify Plant Multi-plexer unit to accept and transmit new indication signals.
- ◆ Perform pre-requisite and design verification tests for the modifications.
- ◆ Update and process affected documents

BAY 4 - KYRENE LINE, NEW BUS TIE 1

- ◆ Remove the three line traps and the three line tuning units.
- ◆ Install conductor and hardware in the position where the three line traps were removed.
- ◆ Remove the existing Kyrene line relaying and replaced them with Bus Tie relaying package. Connect the new relaying package into the existing breaker control circuits. Remove and add SCADA status/alarm indication points.

BAY 8 - NORTH GILA LINE, NEW BUS TIE 3

- ◆ Remove the three line traps and the three line tuning units.
- ◆ Install conductor and hardware in the position where the three line traps were removed.
- ◆ Remove the existing North Gila line relaying and replace them with Bus Tie relaying package. Connect the new relaying packages into the existing breaker control circuits. Remove and add SCADA status/alarm indication points

BAY 7 - NEW BAY, NEW BUS TIE 2

- ◆ Design and Constructed new Bay 7.
- ◆ The new bay includes two breakers, four disconnect switches and one line-site CCVT, along with all necessary foundations, steel structures, conductors, hardware, insulators, ground connections, etc.
- ◆ Install a Bus Tie relaying package. Connect the new relaying package and the SCADA control scheme into the new breaker control circuits. Add SCADA status/alarm indication points. Add digital fault recorder traces.
- ◆ Connect the new breakers into the East and West bus differential CT circuits, and into the bus differential trip circuits.

SHUNT REACTORS

- ◆ Remove the three North Gila line single-phase shunt reactors, associated three-phase circuit switcher, and related bus work, conductors, tie-down assemblies, lightning arrestors, insulator stands, etc.
- ◆ Rework dead-end jumpers so that all phase conductors pass through the dead-end structure without a tap connection.
- ◆ Retain the reactors, circuit switcher, etc. for installation on the North Gila line termination in the new Hassayampa Switchyard.

4.3.2 NEW TIE LINE AND LOOP-IN OF EXISTING TRANSMISSION LINES

The new tie line between Palo Verde Switchyard and Hassayampa Switchyard includes approximately three miles of a single-circuit 500-kV transmission line and the looping of the existing Kyrene and North Gila 500-kV single-circuit transmission lines into the Hassayampa Switchyard. In addition, the new transmission line includes a new fiber optic shield wire.

NOTE:

PV1 - Palo Verde - Hassayampa #1
 PV2 - Palo Verde - Hassayampa #2
 PV3 - Palo Verde - Hassayampa #3
 HKY - Hassayampa - Kyrene
 HNG - Hassayampa - North Gila

LINE CONFIGURATION

The new line and loops were constructed using self-supported, single circuit lattice steel towers and tubular steel poles at line transposition locations. Transpositions are located on the Palo Verde-Hassayampa #1, #2, and Hassayampa-

North Gila lines. Structures on the Palo Verde-Hassayampa #1 and Hassayampa-Kyrene lines support one 500-kV circuit of triple-bundled, 1780-kcmil, ACSR, 84/19, Chukar conductor, and two 7#8 Alumoweld shield wires. Structures on the Palo Verde-Hassayampa #2 line support one 500-kV circuit of triple-bundled, 1780-kcmil, ACSR, 84/19, Chukar conductor, one 7#8 Alumoweld shield wire, and one fiber optic shield wire with 96 fibers. Structures on the Palo Verde-Hassayampa #3 and Hassayampa-North Gila lines support one 500-kV circuit of double-bundled, 2156-kcmil, ACSR, 84/19, Bluebird conductor, and two 7#8 Alumoweld shield wires. Polymer 500-kV v-string insulator assemblies are used on SRP 5T3 suspension structures with a minimum horizontal phase separation of 32 feet. SRP 5A6 strain/deadend towers with a minimum horizontal phase separation of 36 feet are used at the line terminations and up to 60-degree line angles. Standard SRP DC90 towers with a minimum horizontal phase separation of 46 feet are used at 90-degree line angles near the Hassayampa Switchyard.

WIRE DATA				
	PV1, PV2, HKY 500-kV	PV3, HNG 500-kV	Shield Wire	Fiber Optic
	Bundle of 3	Bundle of 2		
Type	ACSR	ACSR	Alumoweld	OPGW
Code Name	Chukar	Bluebird	7#8	96 Fiber
Size	1780 kcmil	2156 kcmil	-	183mm ²
Stranding	84/19	84/19	7	-
Diameter	1.602 in.	1.762 in.	.385 in.	.637 in.
Weight per Foot	2.075 lbs.	2.511 lbs.	.262 lbs.	.512 lbs.
Ultimate Strength	51,000 lbs.	60,300 lbs.	15,930 lbs.	22,890 lbs.
ALCOA Stress-Strain Chart	1-1020	1-1020	1-1218	1-7384

STRUCTURE FINISH

All structures are galvanized and dilled. Galvanizing is completed per ASTM A123. The dilling process involves immersion of the steel in a phosphate conversion bath, followed by immersion in a scalant.

CLEARANCES

All clearances meet requirements of the 1997 NESC. The transmission line is designed for a basic ground clearance of 28.4 feet at a conductor temperature of 212°F.

TIE LINE RIGHT-OF-WAY WIDTH

The new tie line was constructed on a base Right-of-Way (ROW) width of 330 feet. The ROW was occupied by the existing Kyrene line located 100 feet from the ROW east edge. The new 500-kV transmission line was installed 100 feet from the west ROW edge.

INSULATOR ASSEMBLIES

All new insulators are polymer. Lattice towers and transposition poles have v-strings used at tangent and small angle locations. Dead-end assemblies with compression dead-ends are used at all large angle or dead-end structure locations.

FOUNDATIONS

All towers are supported by reinforced concrete drilled shafts and designed in accordance with the following, using Sargent & Lundy's CADPRO program:

Minimum concrete	
Compressive strength (fc)	3000 psi at 28 days
All reinforcement	ASTM A615, Grade 60

Total deflection and rotation of the drilled shafts is limited to 1" and 1°, respectively. Non-recoverable deflections are limited to .75".

CONDUCTOR BUNDLES

The Palo Verde - Hassayampa #3 and Hassayampa - North Gila lines have a bundle of two ACSR Bluebird conductors. This arrangement was chosen to match the existing Palo Verde - North Gila line that was being looped into Hassayampa. Similarly, the Palo Verde - Hassayampa #1 and Hassayampa - Kyrene lines used a bundle of three ACSR Chukar conductors since the existing Palo Verde - Kyrene line had this conductor arrangement. The Palo Verde - Hassayampa #2 line used a bundle of three ACSR Chukar conductors since this is SRP's standard conductor size for 500-kV transmission lines.

SHIELD WIRE SECTIONALIZING

The Alumoweld shield wire was sectionalized through the use of insulated shield wire assemblies. The fiber optic shield wire was not sectionalized due in part to the difficulty of protecting the optic fibers without the aluminum and steel strands.

4.3.3 HASSAYAMPA SWITCHYARD

The 70-acre secured fenced switchyard site is located approximately 50 miles west of Phoenix, Arizona (Appendix 11.1). The switchyard has been located within a 236.77-acre land parcel south of Elliot Road, west of 355th Avenue, which is owned by the Palo Verde Switchyard Participants.

SWITCHYARD ARRANGEMENT

A 500-kV breaker-and-a-half open-air switchyard was utilized for the Hassayampa Project for high reliability. There are eleven incoming lines: three from Palo Verde, two from Redhawk, one from Kyrene, one from GBPP, one from Harquahala, one from Arlington Valley, one from Mesquite, and one from North Gila. Hassayampa has provisions for future expansion in bays 2, 4, 8, 9, 11, and 12. Bays 6 and 7 are unused due to the placement of the control house and the parking area. Each of the seven bays are connected to the East and West main busses. Surge arresters are located on the main busses.

This switchyard includes a pre-engineered metal control house containing the protective relaying, communications and controls, 125 and 48V dc batteries and battery chargers, ac and dc distribution panels and SCADA RTU's. A maintenance facility was also located within the switchyard's fenced secured perimeter.

Storm water retention basins are located on all four sides of the switchyard.

The main bus phasing is arranged as phases A, B and C West to East; and the bays A, B, and C North to South.

Three existing 500-kV, 1-phase, shunt reactors and associated circuit switcher, surge arresters, neutral bus, station post insulators and associated structures were relocated from Bay #8 of the Palo Verde Switchyard to Bay 9 of the Hassayampa Switchyard for the North Gila Line.

A microwave tower is located Southwest of the control house between the control house and the parking area.

Structures to support the electrical equipment as well as the steel for the dead end towers were fabricated from galvanized steel shapes utilizing Salt River Project's standards.

Porcelain post insulators and composite strain insulators were used in the switchyard in accordance with Salt River Project's standards.

ELECTRICAL EQUIPMENT

Hassayampa 500 kV Switchyard Project includes installation of circuit breakers, disconnect switches, current transformers (CT's), capacitor voltage transformers (CVT's) and reactors that are designed to operate on a nominally rated 525-kV effectively

grounded overhead transmission system with maximum voltage of 550-kV rms.

Equipment type, manufacturer, country of origin and number of units used in the project are listed in Table 1 below:

TABLE 1			
EQUIPMENT	TYPE	MANUFACTURER / COUNTRY	NUMBER OF UNITS
Circuit Breakers	500-SFM-63E GCB	Mitsubishi / Japan	18
Disconnect Switches	BCVB 550	Alstom / USA	36
Current Transformers	SAS 550/2G	Trench GmbH / Germany	54
CVT's	TEVF 500	Trench Limited/ Canada	33
Circuit Switcher (Existing)	Mark IV	S & C Electric	1
Reactors (Existing)	Shunt	ASEA	1
Surge Arrestors	500kV Station Class	ABB	6

STRAIN BUS DESIGN

The main busses for the 500-kV Hassayampa switchyard are strain busses as opposed to rigid aluminum bus tubing. The main buses consist of a bundle of four (4) – 2500-kcmil AAC conductors per phase to provide an ampacity of 6600 amps. Based on the ampacity requirements, a strain bus design was selected for the Hassayampa switchyard.

The bay conductors consist of (2) – 2500 kcmil AAC per phase to provide an ampacity of 3000 amps which matches that of the 500-kV circuit breakers and associated disconnect switches.

500-KV BREAKER DESIGN

The breaker design is a live tank with free-standing current transformers. Since Hassayampa Switchyard was designed to accommodate requests for termination that Palo Verde could not, the most recent specification for 500-kV breakers at Palo Verde was used to bid the breaker order for Hassayampa and the two breakers for the new termination at Palo Verde.

500-KV SWITCH DESIGN

The 500-kV disconnect switches are motor operated horizontally mounted vertical break switches. Sufficient disconnect switches were procured with ground blades to allow grounding of all line terminations and each of the main buses.

SITE SURFACING

The entire yard is surfaced with 6" of aggregate base course, compacted to a minimum of 95% of the maximum Proctor density. Natural material is used on the sides and bottom of all retention basins. Retention basin inlet spillways are constructed of concrete per standard SRP details. Berms and roadway crossings are constructed with aggregate base cement slurry.

YARD LIGHTING

In order to minimize light pollution in the Palo Verde area, the Dark Sky criteria was applied to the Hassayampa Switchyard and requires that outdoor light fixtures restrict the light from reflecting upwards toward the sky.

CONTROL AND MAINTENANCE BUILDINGS

The switchyard site included a pre-engineered control house and maintenance building. Both structures are single gable, rigid frames with primary transverse rigid frames and end rigid frames being clear span. The structures were of modular construction with end walls engineered for easy disassembly and expansion.

The control house was fitted with a Tate ALL STEEL ASII-1000 access floor system. This floor consists of a system of 24-inch square modular panels supported by adjustable pedestals and stringers. The access floor system supports the full weight of all the protection, control and communications racks in the control house.

COMMUNICATIONS

The Hassayampa Switchyard Project (HAA) includes the installation of multiple communications systems for operation of the station and the grid into which it connects. Communications in a switchyard such as Hassayampa is a complicated process involving multiple utilities and IPP's with different communication requirements, software and transmission line communication systems. Reliability of communications is of highest importance, because proper operation of protective relay systems, remote control of electrical equipment and switchyard status and alarms depend on the communication system. To promote this level of reliability, redundant communication paths are used.

The communications system for HAA is designed as multiple point-to-point systems to accommodate the relaying and communications requirements from all the different interconnectors. It is designed to ensure the reliability and redundancy of the communications system stays at the highest-level possible. This system is designed using the RFL IMUX 2000 as the main point-to-point multiplexer, the Alcatel MDR-8000 Series Microwave (MW) radio for the MW paths and the Nortel 3400 Optera Metro OC-3 Mux as the backbone between Palo Verde and HAA. Since HAA was initially designed with eleven 500-kV lines terminating in its bays – leaving room for further expansion – and five new power plants from five different interconnectors feeding into the site, the communications system became quite extensive.

The layout of the communications racks is designed to give each interconnector two, 19" equipment racks; one for System A communications and one for System B communications. These

racks are located in separate rows for redundancy. Each rack has two redundant dc power feeds from two separate 48-Vdc batteries and rack mounted Power Conversion Products charging systems. The racks are isolated from the floor and from the overhead cable tray system by insulators. Each rack is tied via a 4/0-AWG copper cable to a single ground bus bar located on the wall.

There are two separate and redundant communication paths from HAA out to each of the interconnectors. A single-mode fiber optical ground wire (OPGW) is installed on all the new 500-kV lines that tie into HAA. Where possible, an underground singlemode fiber cable is installed for the second communications path. In some cases, a microwave path is used that originates from the 160' microwave tower installed near the HAA control house.

To eliminate the possibilities of interference between the communications equipment and the relays, all the relays used at HAA have direct fiber interfaces (if available). To support the fiber drops within the control house, a vast network of fiber tray is installed utilizing the ADC Fiberguide System. Two diverse routes of 6" Fiberguide are mounted under the computer flooring and installed from the communications equipment over to each row of relay panels. 4" Fiberguide is used above the relay racks to distribute the fiber and copper cables to the various relay panels. 2" Fiberguide is used above the communication racks to distribute the fiber between the communication racks. The fiber runs for Systems A and B relaying are mapped in such a way as to minimize exposure to both systems in one location.

The communication systems used for various lines at Hassayampa are shown in Table 2, page 11.

TABLE 2

	SYSTEM A I. COMMUNICATION	SYSTEM B II. COMMUNICATION	SYSTEM C III. COMMUNICATION
Harquahala Line	FO	MW	FO
North Gila Line	FO/MW	MW/FO	FO/MW
Gila Bend Line	NOT INSTALLED	NOT INSTALLED	NOT INSTALLED
Kyrene Line	MW	FO	MW
Palo Verde #3 Line	FO	MW	N/A
Palo Verde #2 Line	FO	MW	N/A
Arlington Valley Line	FO	MW	N/A
Palo Verde #1 Line	FO	MW	N/A
Mesquite Line	FO	FO	N/A
Red Hawk #2 Line	FO	FO	N/A
Red Hawk #2 Line	FO	FO	N/A

LEGEND:

MW – Microwave
FO – Fiber Optic

NOTES:

1. All new microwave equipment is the Alcatel MDR-8000 series radios.
2. RFL IMUX 2000 multiplexers are used for all the fiber optic comm. paths.
3. The MW path from HAA to Palo Verde consists of 2 MW hops:
HAA to White Tanks Mtn. and White Tanks Mtn. to Palo Verde.
4. The MW path from HAA to Harquahala consists of 3 MW hops.

REMOTE SITE WORK

The associated work and upgrade at remote stations included the following:

- a. Breaker Replacement at Kyrene and Westwing – In accordance with the terms of the Interconnection Agreement for the Hassayampa Switchyard Project, any mitigation issues are to be addressed and paid by those parties causing the impact. It was determined by a short circuit study report prepared by SRP, dated August 28, 2001 on behalf of the PVTs E&O, the HAA Project increase fault contribution that requires either replacing and or upgrading existing 230 kV breakers at Kyrene and Westwing electrical facilities. The basis for the price allocation was dependent on the fault contribution from the Hassayampa Switchyard Project's Participating Interconnectors, the Panda Gila River Project and the PV-SW Valley Project.
- b. Line Relay Replacement at North Gila and Kyrene – This scope of work included the change out of the Palo Verde 500kV line relaying at the North Gila and Kyrene substations to support the Hassayampa project.
- c. Remedial Action Scheme at Palo Verde – Power flow studies concluded that with 4000-6000MW of new

generation planned to tie in at HAA and Palo Verde, there were certain 3-phase fault conditions that could ultimately cause the loss of generation from one or all the Palo Verde Nuclear Generating Units. To guard against this situation, a RAS was installed between Palo Verde, HAA and all the new interconnecting generators. The RAS was designed and then reviewed by WECC and implemented within a 6-month timeframe. The communications needed for the RAS consisted of new redundant RFL IMUX schemes between Palo Verde and HAA and then new channels over both System A and B communication paths between HAA and each of the interconnectors.

ELLIOT ROAD IMPROVEMENTS – A portion of Elliot Road was damaged (i.e., pot holes) by heavy equipment traffic during the construction of Hassayampa Switchyard, Arlington Valley Plant, Mesquite Power Plant, and the Red Hawk Power Plant. It was agreed by the Participating Interconnectors to repave a 3.5 mile segment of roadway, and apply a new chip seal on nearby adjacent roads. The work was funded by the Interconnectors on an agreed to cost allocation basis. This work was designed and constructed by the Maricopa County Department of Transportation (MCDOT).

5.0 COST SUMMARY

5.1 PROJECT COST SUMMARY BY ELEMENT

C = Common Facilities
I = Interconnection Facilities

Cost Item	Harquahala Gen. Co.		Pinnacle West		Mesquite Power		Duke Energy Maricopa		Gila Bend PP		Subtotal	
	C	I	C	I	C	I	C	I	C	I	C	I
Hassayampa Switchyard	4,234,464.25	2,278,495.01	8,468,928.53	4,556,990.03	4,734,464.25	2,278,495.01	4,234,464.25	2,278,495.01	4,234,464.25	2,278,495.01	25,406,785.53	13,670,970.07
Palo Verde Line Termination	677,784.60	-	1,355,569.20	-	677,784.60	-	677,784.60	-	677,784.60	-	4,066,707.60	-
Palo Verde Common Facilities	90,890.50	-	181,781.00	-	90,890.50	-	90,890.50	-	90,890.50	-	545,343.00	-
PVNGS Control Modifications	324,078.06	-	648,156.09	-	324,078.06	-	324,078.06	-	324,078.06	-	1,944,468.33	-
Loop In of PV - NG Line	253,332.74	-	506,665.50	-	253,332.74	-	253,332.74	-	253,332.74	-	1,519,996.46	-
Loop In of PV - KY Line	259,154.26	-	518,308.50	-	259,154.26	-	259,154.26	-	259,154.26	-	1,554,925.54	-
New Palo Verde - Hassayampa Transmission Line	524,695.64	-	1,049,391.29	-	524,695.64	-	524,695.64	-	524,695.64	-	3,148,173.85	-
Communications	287,386.76	-	574,773.49	-	287,386.76	-	287,386.76	-	287,386.76	-	1,774,320.53	-
Associated Work and Upgrades at Remote Stations	341,913.25	92,898.50	683,826.51	185,796.97	341,913.25	92,898.50	341,913.25	92,898.50	341,913.25	92,898.50	2,051,479.51	557,390.97
Elliot Road Improvement	-	114,447.83	-	441,434.93	-	376,987.09	-	376,987.09	-	114,447.83	-	1,324,304.77
Total	6,993,700.06	2,485,841.34	13,987,400.11	5,184,721.93	6,993,700.06	2,690,380.60	6,993,700.06	2,690,380.60	6,993,700.06	2,485,841.34	41,962,200.35	15,552,665.81

The following Utilities were involved during initial negotiations and contributed a Total of \$421,067 toward the up front funding:
 APS \$123,489, NRG Energy \$123,489, Panda \$123,489, Public Serv of New Mexico \$50,600

5.2 DESCRIPTION OF PROJECT ELEMENTS

The following are brief descriptions of each cost component as shown in Section 5.1.

5.2.1 HASSAYAMPA SWITCHYARD

- ◆ 500kV breaker-and-a-half open-air switchyard designed and constructed approximately 3 miles south of the Palo Verde High Voltage Switchyard.
- ◆ Includes land acquisition costs such as labor to support coordination, permit acquisitions, parcel map development, and appraisals.
- ◆ Please refer to Section 4.3.3 for additional details

5.2.2 PALO VERDE LINE TERMINATION

- ◆ 500kV line termination of new tie line into Bay 7 of Palo Verde High Voltage Switchyard.
- ◆ Includes all labor and material costs to design and construct this termination.
- ◆ Please refer to Section 4.3.2 for additional details

5.2.3 PALO VERDE COMMON FACILITIES

- ◆ Includes sunk costs associated with common facilities at Palo Verde Switchyard

5.2.4 PVNGS CONTROL MODIFICATIONS

- ◆ Includes labor and material costs incurred by APS at the PVNGS for the Palo Verde Switchyard Bay 7 Addition, SSR Studies, and Power Flow Studies

5.2.5 LOOP IN OF PALO VERDE - NORTH GILA LINE

- ◆ Loop In of existing Palo Verde-North Gila 500kV line at Hassayampa Switchyard.
- ◆ Material costs includes three new towers and one transposition pole

5.2.6 LOOP IN OF PALO VERDE - KYRENE LINE

- ◆ Loop In of existing Palo Verde-Kyrene 500kV line at Hassayampa Switchyard.
- ◆ Material costs includes four new towers and one transposition pole.

5.2.7 NEW PALO VERDE - HASSAYAMPA T/L

- ◆ Tie line required based on project development and system studies.
- ◆ Material costs includes twelve new towers and one transposition pole

5.2.8 COMMUNICATIONS

- ◆ Includes labor, material and contracted services to ensure the necessary communication support.

5.2.9 ASSOCIATED WORK AND UPGRADES AT REMOTE STATIONS

- ◆ Includes breaker replacements at Kyrene and Westwing, and line relay replacements at North Gila, and Kyrene.
- ◆ Includes work associated with the Remedial Action Scheme at Palo Verde.

5.2.10 ELLIOT ROAD IMPROVEMENT

- ◆ Work performed by Maricopa County Department of Transportation (i.e., MCDOT) to improve Elliot Road adjacent to Hassayampa Switchyard due to damages caused by associated construction traffic.
- ◆ An agreement was executed between SRP and MCDOT on behalf of the Interconnectors to repair and replace portions of the existing asphalt roadway that was damaged during the initial construction of Hassayampa and surrounding Interconnectors construction activities.

5.3 CONSTRUCTION BUDGET VS. ACTUAL SUMMARY

	BUDGET (\$)	ACTUAL (\$)
Planning & System Studies	190,000	(*) 188,975
ROW Acquisition	570,000	488,195
Environmental Permitting	88,000	285,460
PVNGS Modifications	2,880,000	2,489,811
Palo Verde Switchyard Modifications	3,354,000	3,815,390
Palo Verde Satellite Switchyard (Hassayampa)	18,777,000	21,175,946
Buss & Communication Ties (includes PV-HAA Transmission Line)	3,425,000	4,682,276
Existing Transmission Line Modifications	3,348,000	4,941,147
Final Engineering Design	2,970,000	2,117,746
Project Management	2,209,000	2,387,296
Potential Differential Energy Cost Incurred During Line Outages	2,000,000	-
Escalation (@ 3%)	1,120,000	-
Contingency	3,448,000	-
ITCC	10,611,000	10,133,839
Total	54,990,000	52,517,106

(*) - Cost is shown under Interconnection Facilities

5.4 INTERCONNECTION FACILITIES BUDGET VS. ACTUAL COST SUMMARY

	BUDGET (\$)	ACTUAL (\$)
Services:		
A/E		
CM Support Services		
Consultant / Technical Support	845,000	2,763,383
Prime Contracts:		
OFE Material & Equipment		
Furnish & Erect		
Security / Spare Parts / Maint. Equipment	15,171,000	11,072,725
SRP Internal:		
Project Management		
Engineering / Technical Support		
Indirects	1,455,000	1,716,558
Escalation (@ 3%)	480,000	-
Contingency	1,795,000	-
Project Total	19,746,000	15,552,666

6.0 COST DETAILS BY PROJECT ELEMENTS

6.1 HASSAYAMPA SWITCHYARD

	INTERCONNECTION	COMMON FACILITY	TOTAL
Project Management / Inspection	654,285.33	1,740,505.93	2,414,791.26
Environmental	-	285,460.47	285,460.47
Studies	882,832.82	-	882,832.82
Legal Fees, Agreements	1,062,272.47	-	1,062,272.47
Switchyard Design	1,880,550.49	2,117,745.79	3,998,296.28
Site Acquisition	-	488,194.58	488,194.58
Construction			
Site Work	-	2,604,939.58	2,604,939.58
Fence & Gates	-	131,686.19	131,686.19
Foundations	454,479.32	905,104.30	1,359,583.62
Cable Trench	-	195,903.75	195,903.75
Fire Wall	-	70,226.96	70,226.96
Support Structures	1,132,321.48	3,490,301.06	4,622,622.54
Control House & Maintenance Bld.	-	1,050,275.24	1,050,275.24
Grounding	68,305.92	1,056,277.40	1,124,583.32
Conduit	104,517.66	620,778.70	725,296.36
Breakers	2,774,338.09	2,832,188.63	5,606,526.72
CTs	970,406.25	1,014,030.85	1,984,437.10
Reactors	-	196,752.94	196,752.94
Security	-	498,436.58	498,436.58
Disconnect Switches	846,314.71	844,732.30	1,691,047.01
AC & DC Auxiliary Power	-	686,551.55	686,551.55
Bus Conductor	650,354.05	1,758,816.00	2,409,170.05
CCVTs	176,398.08	174,479.35	350,877.43
Meter, Relay, Control Systems	767,701.90	1,180,616.43	1,948,318.33
Control Cable	777,220.27	1,040,050.00	1,817,270.27
Testing / Checkout	468,671.24	823,797.94	1,292,469.18
Total Hassayampa Switchyard	13,670,970.07	25,827,852.53	39,498,822.60

6.2 PALO VERDE LINE TERMINATION

	INTERCONNECTION	COMMON FACILITY	TOTAL
Project Management / Inspection	-	251,317.15	251,317.15
Switchyard Design	-	1,287,244.81	1,287,244.81
Construction			
Foundations	-	135,417.37	135,417.37
Support Structures	-	498,068.26	498,068.26
Grounding	-	88,994.05	88,994.05
Conduit	-	36,018.30	36,018.30
Breakers	-	514,733.04	514,733.04
CTs	-	211,836.92	211,836.92
Disconnect Switches	-	150,967.80	150,967.80
Bus Conductor	-	279,026.06	279,026.06
CCVTs	-	61,697.77	61,697.77
Meter, Relay, Control Systems	-	238,131.93	238,131.93
Control Cable	-	110,099.00	110,099.00
Testing / Checkout	-	203,155.14	203,155.14
Total Palo Verde Line Termination	0.00	4,066,707.60	4,066,707.60

6.3 PALO VERDE COMMON FACILITIES

	INTERCONNECTION	COMMON FACILITY	TOTAL
1/12 Common Facilities Sunk Costs	-	437,000.00	437,000.00
1/12 Common Capital Improvements	-	108,343.00	108,343.00
Total PV Common Facilities	0.00	545,343.00	545,343.00

6.4 PVNGS CONTROL MODIFICATIONS

	INTERCONNECTION	COMMON FACILITY	TOTAL
Studies & Plant Mods. for Bay 7 and Line Changes	-	1,944,468.33	1,944,468.33
Total PVNGS Modifications	0.00	1,944,468.33	1,944,468.33

6.5 LOOP-IN OF PALO VERDE - NORTH GILA LINE

	INTERCONNECTION	COMMON FACILITY	TOTAL
Project Management / Inspection	-	91,671.10	91,671.10
Line Design	-	46,117.84	46,117.84
Construction			
Roads		1,835.96	1,835.96
Foundations	-	64,829.70	64,829.70
Towers	-	916,689.64	916,689.64
Poles	-	102,496.01	102,496.01
Conductor	-	147,930.59	147,930.59
Shield Wire	-	7,228.59	7,228.59
Insulators & Hardware	-	135,189.22	135,189.22
Spacer Dampers	-	6,007.81	6,007.81
Total Loop-In of PV - NG Line	0.00	1,519,996.46	1,519,996.46

6.6 LOOP-IN OF PALO VERDE - KYRENE LINE

	INTERCONNECTION	COMMON FACILITY	TOTAL
Project Management / Inspection	-	93,583.73	93,583.73
Line Design	-	42,789.00	42,789.00
Construction			
Roads	-	1,835.96	1,835.96
Foundations	-	80,443.36	80,443.36
Towers	-	813,773.87	813,773.87
Poles	-	119,449.69	119,449.69
Conductor	-	190,931.98	190,931.98
Shield Wire	-	7,339.28	7,339.28
Insulators & Hardware	-	197,838.63	197,838.63
Spacer Dampers	-	6,940.04	6,940.04
Total Loop-In of PV - KY Line	0.00	1,554,925.54	1,554,925.54

6.7 NEW PALO VERDE - HASSAYAMPA TRANSMISSION LINE

	INTERCONNECTION	COMMON FACILITY	TOTAL
Project Management / Inspection	-	190,218.54	190,218.54
Line Design	-	181,234.94	181,234.94
Right of Way	-	-	-
Construction			
Roads	-	7,343.84	7,343.84
Foundations	-	205,096.62	205,096.62
Towers	-	1,232,710.61	1,232,710.61
Poles	-	125,886.07	125,886.07
Conductor	-	762,039.47	762,039.47
Shield Wire	-	19,028.91	19,028.91
OPGW	-	105,982.11	105,982.11
Insulators & Hardware	-	296,441.87	296,441.87
Space Dampers	-	22,190.87	22,190.87
Total PV - HAA Line	0.00	3,148,173.85	3,148,173.85

6.8 COMMUNICATIONS

	INTERCONNECTION	COMMON FACILITY	TOTAL
SRP Communication System Design	-	143,430.63	143,430.63
Hassayampa - North Gila Microwave	-	448,513.92	448,513.92
Palo Verde - Communications	-	116,520.52	116,520.52
Hassayampa - Communications	-	863,795.71	863,795.71
Kyrene - Communications	-	43,025.73	43,025.73
White Tanks Mt.	-	52,833.63	52,833.63
POB	-	47,772.72	47,772.72
PVNGS - PVSF Fiber	-	8,427.67	8,427.67
Total Communications	0.00	1,724,320.53	1,724,320.53

6.9 ASSOCIATED WORK AND UPGRADES AT REMOTE STATIONS

	INTERCONNECTION	COMMON FACILITY	TOTAL
Westwing - Replace breakers	-	935,723.43	935,723.43
Kyrene - Replace breakers	-	235,078.72	235,078.72
North Gila - Replace Palo Verde Line Relays	-	545,229.57	545,229.57
Kyrene - Replace Palo Verde Line Relays	-	335,447.79	335,447.79
Palo Verde - Install Remedial Action Scheme (RAS)	557,390.97	-	557,390.97
Total Associated Work and Upgrades at Remote stations	557,390.97	2,051,479.51	2,608,870.48

6.10 ELLIOT ROAD IMPROVEMENT

6.10.1 REPAIR OF APPROX. 3.5 MILES OF ELLIOT ROAD

	INTERCONNECTION	COMMON FACILITY	TOTAL
Harquahala Generating Company, LLC	35,423.21	-	35,423.21
Pinnacle West Energy Corp.	283,385.68	-	283,385.68
Mesquite Power, LLC	247,962.47	-	247,962.47
Duke Energy Maricopa, LLC	247,962.47	-	247,962.47
Gila Bend Power Partners, LLC	35,423.21	-	35,423.21
Subtotal 6.10.1	850,157.04	-	850,157.04

6.10.2 REPAVING OF APPROX. 3.5 MILES OF ELLIOT ROAD

	INTERCONNECTION	COMMON FACILITY	TOTAL
Harquahala Generating Company, LLC	30,380.00	-	30,380.00
Pinnacle West Energy Corp.	60,760.00	-	60,760.00
Mesquite Power, LLC	30,380.00	-	30,380.00
Duke Energy Maricopa, LLC	30,380.00	-	30,380.00
Gila Bend Power Partners, LLC	30,380.00	-	30,380.00
Subtotal 6.10.2	182,280.00	0.00	182,280.00

6.10.3 NEW CHIP SEAL ON DAMAGED ROADS

	INTERCONNECTION	COMMON FACILITY	TOTAL
Harquahala Generating Company, LLC	48,644.62	-	48,644.62
Pinnacle West Energy Corp.	97,289.25	-	97,289.25
Mesquite Power, LLC	48,644.62	-	48,644.62
Duke Energy Maricopa, LLC	48,644.62	-	48,644.62
Gila Bend Power Partners, LLC	48,644.62	-	48,644.62
Subtotal 6.10.3	291,867.73	-	291,867.73
Total Elliot Road Improvements	1,324,304.77	-	1,324,304.77

7.0 FERC ACCOUNT BREAKDOWN BY PROJECT ELEMENTS (\$,000)

	TOTAL	LAND	STRUCT	EQUIP	TOWERS	POLES	O/H COND	ROADS	COMM
Hassayampa Switchyard	39,498,822.60	624,938.91	12,395,352.40	26,278,531.29					397
Palo Verde Line Termination	4,066,707.60		1,019,088.08	3,047,699.52					
Palo Verde Common Facilities	545,343.00		302,841.00	242,502.00					
PVNGS Control Modifications	1,944,468.33			1,944,468.33					
Loop In of PV - NG Line	1,519,996.47				1,068,314.32	123,763.92	325,899.25	2,018.98	
Loop In of PV - KY Line	1,554,925.54				968,896.27	142,219.63	441,797.18	2,012.46	
New Palo Verde - Hassayampa Transmission Line	3,148,173.84				1,613,173.78	159,701.30	1,366,972.50	8,326.26	
Communications	1,724,320.53								1,724,320.53
Associated Work and Upgrades at Remote Stations	2,608,870.48			2,608,870.48					
Elliot Road Improvement	1,324,304.77		1,324,304.77						
Total	57,935,933.16	624,938.91	15,241,506.25	34,122,071.62	3,650,384.37	425,684.85	2,134,668.93	12,357.70	1,724,320.53

8.0 SCHEDULE DATA

8.1 PLANNED VS. ACTUAL SCHEDULE SUMMARY

The planned completion date for construction and placing the new Hassayampa Switchyard into reliable operation was May 2002. Due to the complexity of energizing several Interconnectors tie lines into Hassayampa, the initial

energization date for Hassayampa was October 4, 2001, which was the energization of the new Palo Verde – Hassayampa #2 tie line.

8.2 ENERGIZATION SUMMARY

ACTIVITY	ACTUAL DATES
Palo Verde – Hassayampa Tie #2	10/4/01
Hassayampa – Kyrene Loop In	10/26/01
Arlington Valley Tie Line	11/6/01
Hassayampa – Red Hawk Tie #2	1/16/02
Palo Verde – Hassayampa Tie #1	12/14/01
Hassayampa – North Gila Loop In	2/14/02
Palo Verde – Hassayampa Tie #3	3/14/02
Hassayampa – Red Hawk Tie #1	4/17/02
Harquahala Tie Line	8/13/02
Mesquite Tie Line	10/24/02
GBPP Tie Line	Unknown

8.3 COMMENTARY

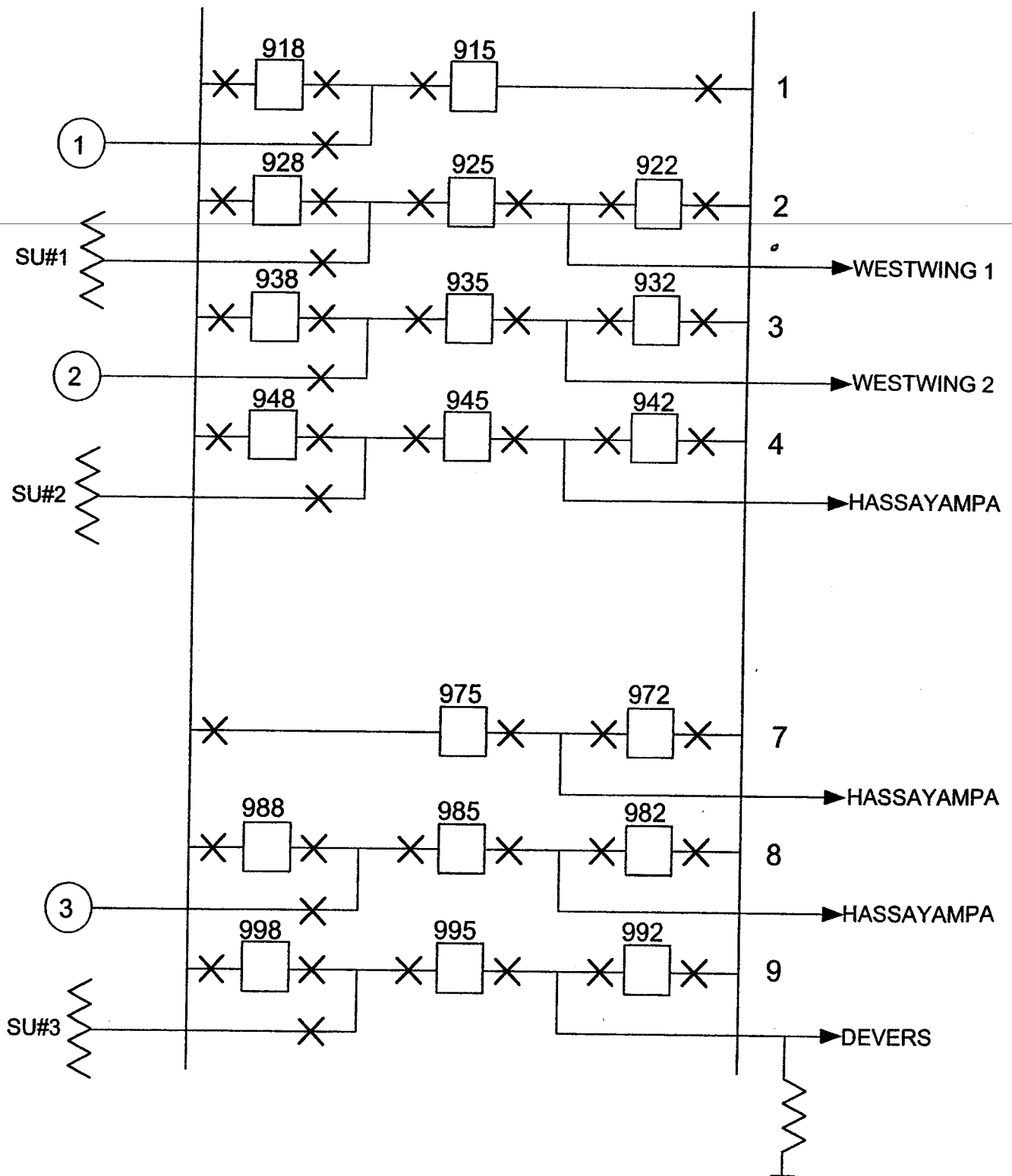
In February 2000, SRP prepared a Project Management Plan that encompassed and documented all the known scope of work, switchyard layout, budget, schedule and copies of agreements up to this point in the project. In this report and subsequent progress reporting to the Interconnectors the “scheduled in-service date” had been May 2002. Later as more refinement went into the project schedule, SRP had proposed a mid January 2002 date to bring the switchyard into service. As the Interconnector’s plans and commitments became more

definitive, and at the request of several Interconnectors, SRP moved up the mid January 2002 to accommodate the need for two Interconnectors to utilize back-feed power by early November 2001 that would be fed through the new Hassayampa Switchyard.

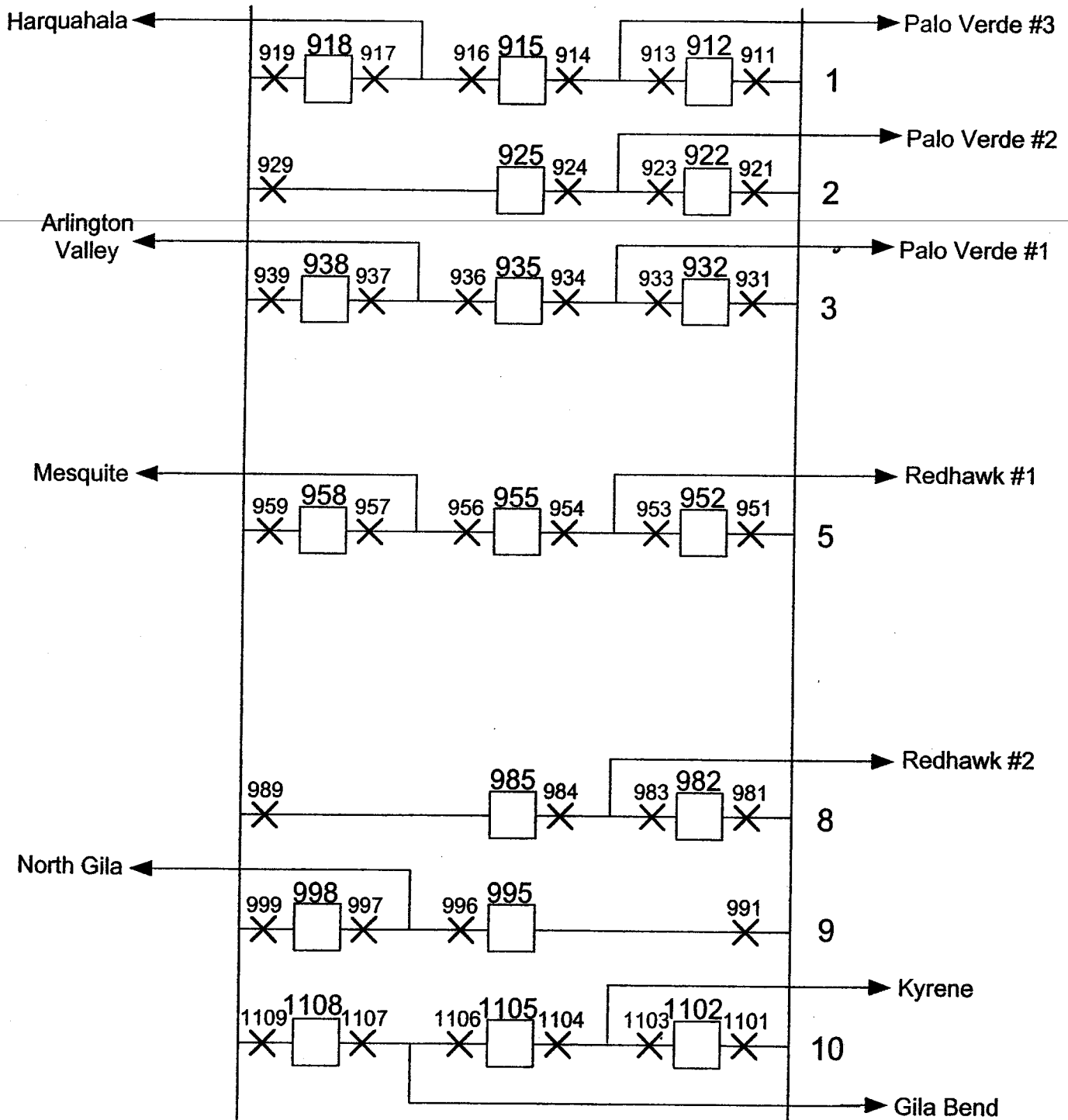
The Energization Date of Hassayampa was October 4, 2001 when the new 500kV Palo Verde – Hassayampa #2 tie line was energized.

9.0 ONE LINE DIAGRAMS

9.1 PALO VERDE HIGH VOLTAGE SWITCHYARD

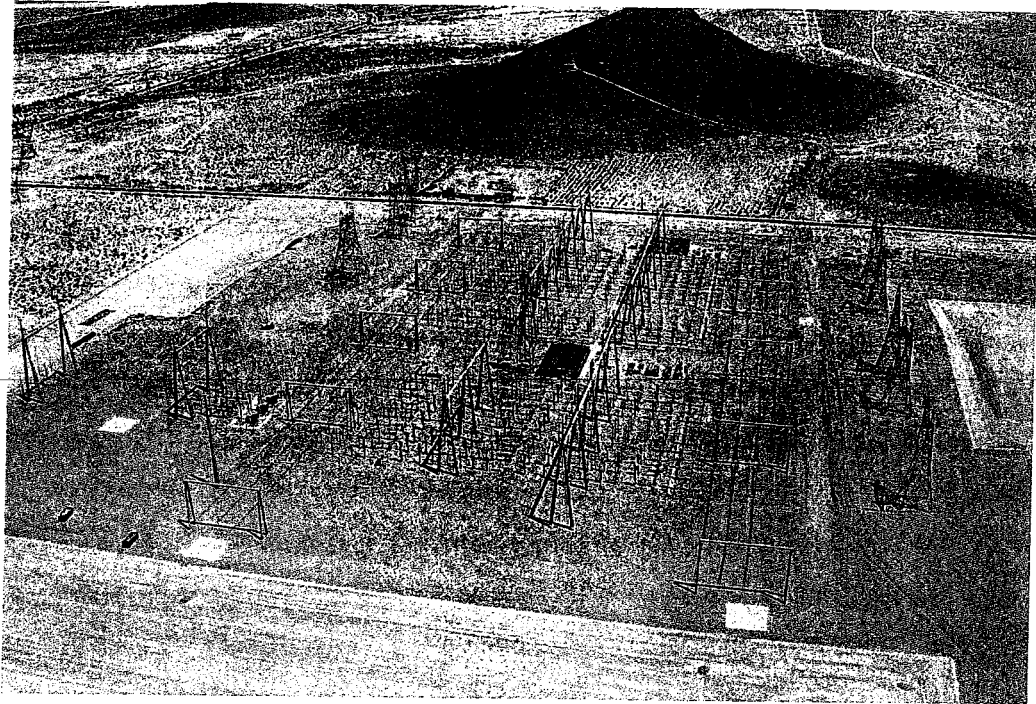


9.2 HASSAYAMPA SWITCHYARD

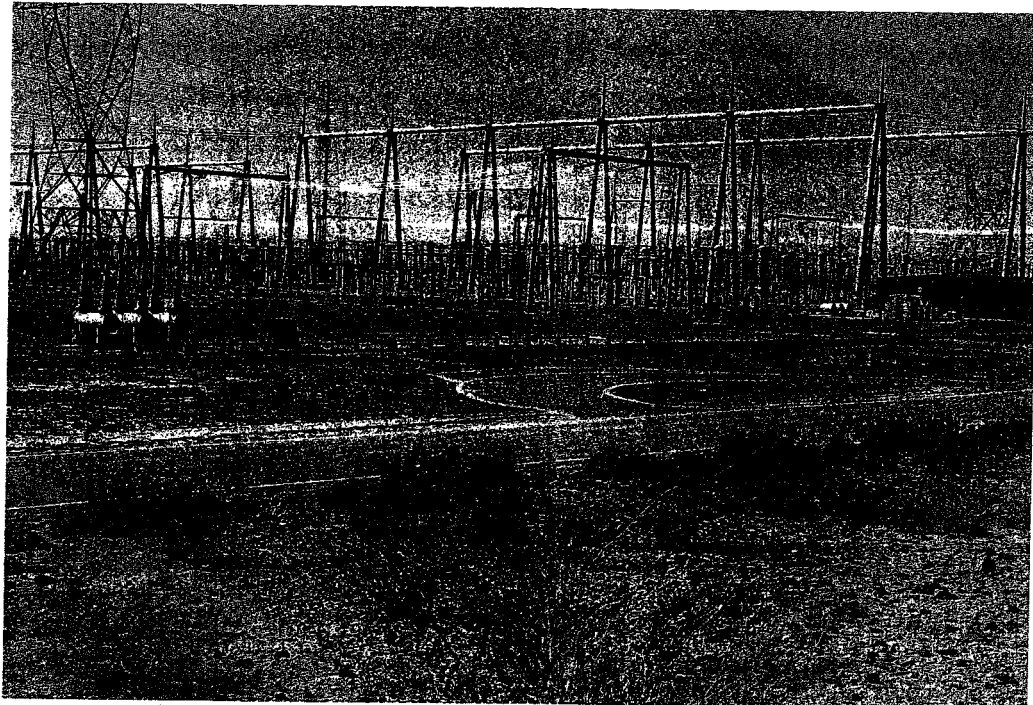


10.0 PROJECT PHOTOGRAPHS

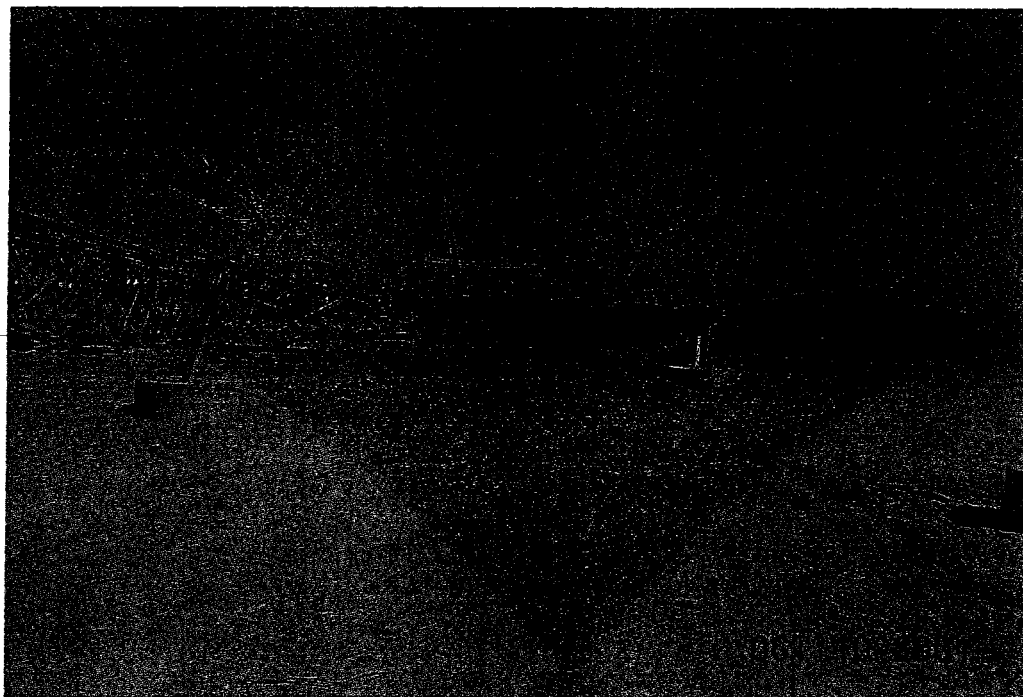
10.1 HASSAYAMPA SWITCHYARD - LOOKING NORTH



10.2 HASSAYAMPA SWITCHYARD - LOOKING SOUTHWEST



10.2 NEW PV - HAA TIE LINE UNDER CONSTRUCTION

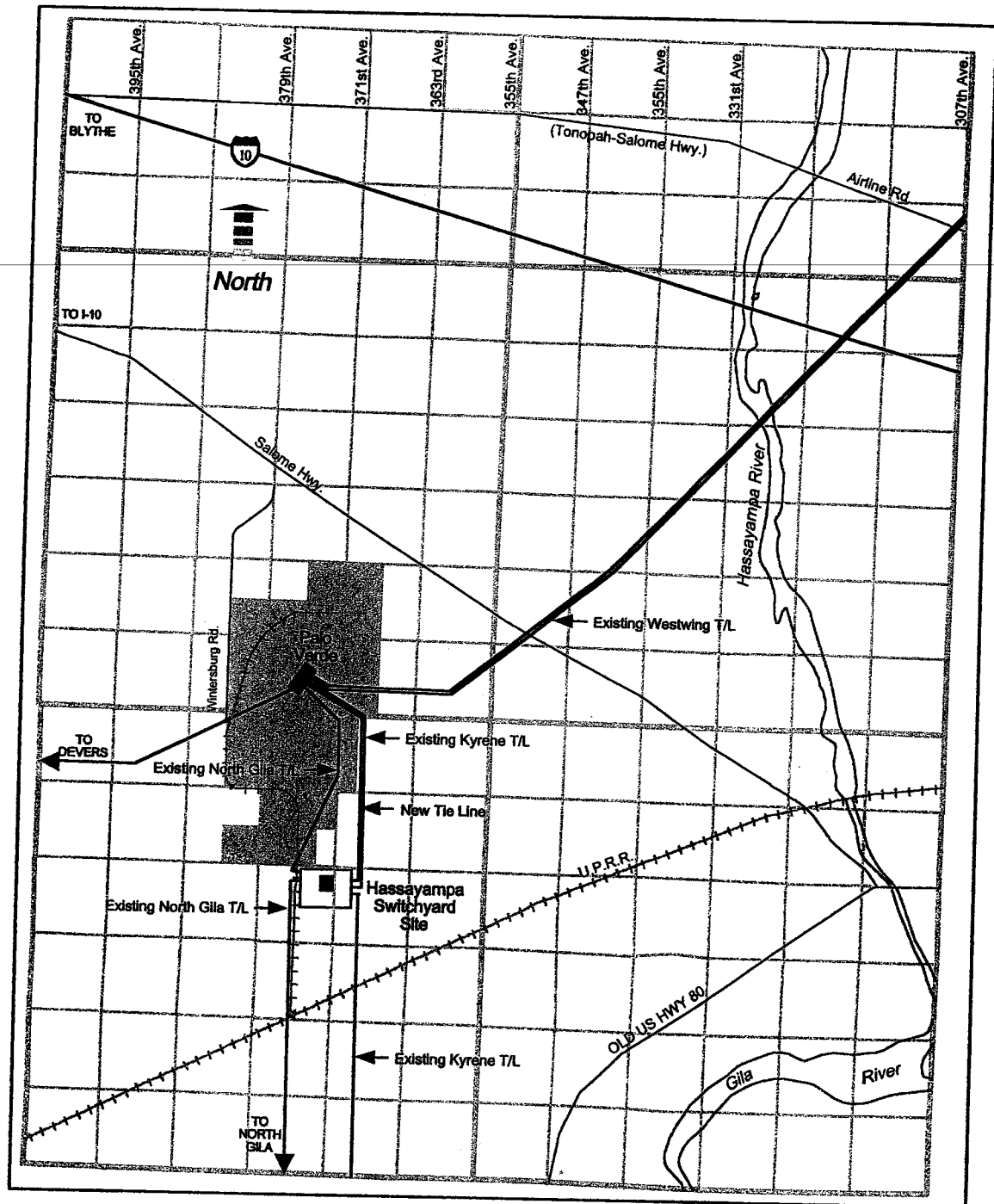


10.2 PALO VERDE SWITCHYARD BAY 7 - LOOKING SOUTH

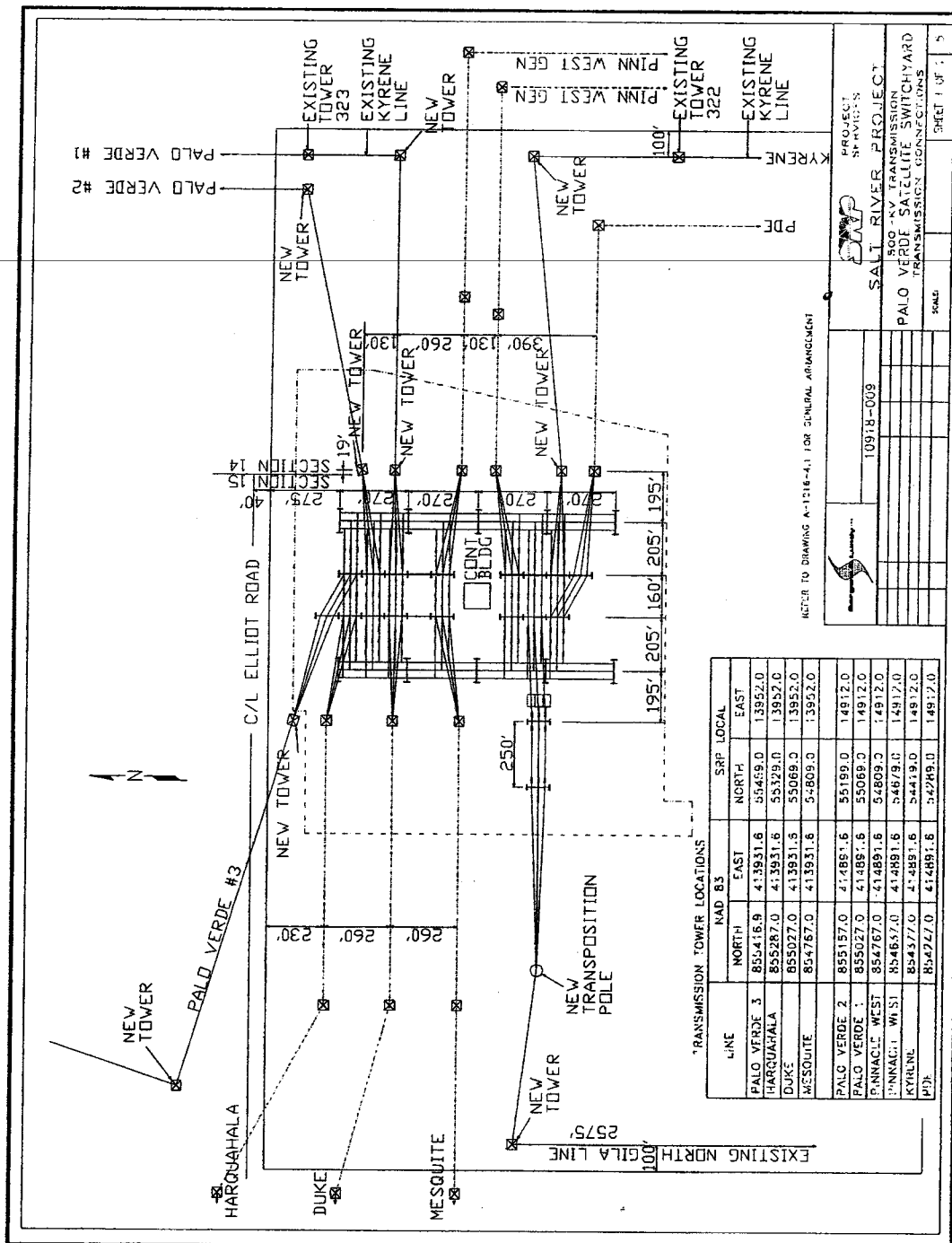


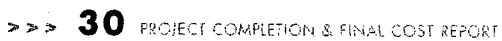
11.0 APPENDICES

11.1 PROJECT LOCATION MAP



11.2 GENERAL LAYOUTS





11.3 PROJECT BUDGET **(\$ X 1,000)**

	COMMON	INTERCONNECTOR	TOTAL
Pre-design Activities:	658	-	658
ROW Permitting			
Services:	1,973	845	2,818
A / E			
CM Support Services			
Consultant / Technical Support			
Prime Contracts:	28,904	15,171	44,075
O&E Material and Equipment			
Furnish & Erect			
Security / Spare Parts / Maint. Equip.			
PVNGS Modifications:	2,880	-	2,880
SRP Internal:	3,396	1,455	4,851
Project Management			
Engineering / Technical Support			
Indirects			
Potential Differential:	2,000	-	2,000
Energy Costs Incurred			
During Line Outages			
Escalation (@ 3%):	1,120	480	1,600
Contingency (@ 10%):	3,448	1,795	5,243
ITCC	10,611	-	10,611
Project Total	54,990	19,746	74,736

11.3 PROJECT BUDGET (\$ X 1,000)

	COMMON	INTERCONNECTOR	TOTAL
Pre-design Activities:	658		658
ROW Permitting			
Services:	1,973	845	2,818
A/E			
CM Support Services			
Consultant / Technical Support			
Prime Contracts:	28,904	15,171	44,075
OFF Material and Equipment			
Furnish & Erect			
Security / Spare Parts / Maint. Equip.			
PVNGS Modifications:	2,880	—	2,880
SRP Internal:	3,396	1,455	4,851
Project Management			
Engineering / Technical Support			
Indirects			
Potential Differential:	2,000	—	2,000
Energy Costs Incurred			
During Line Outages			
Escalation (@ 3%):	1,120	480	1,600
Contingency (@ 10%):	3,448	1,795	5,243
ITCC	10,611	—	10,611
Project Total	54,990	19,746	74,736

11.2 PROJECT SCHEDULE

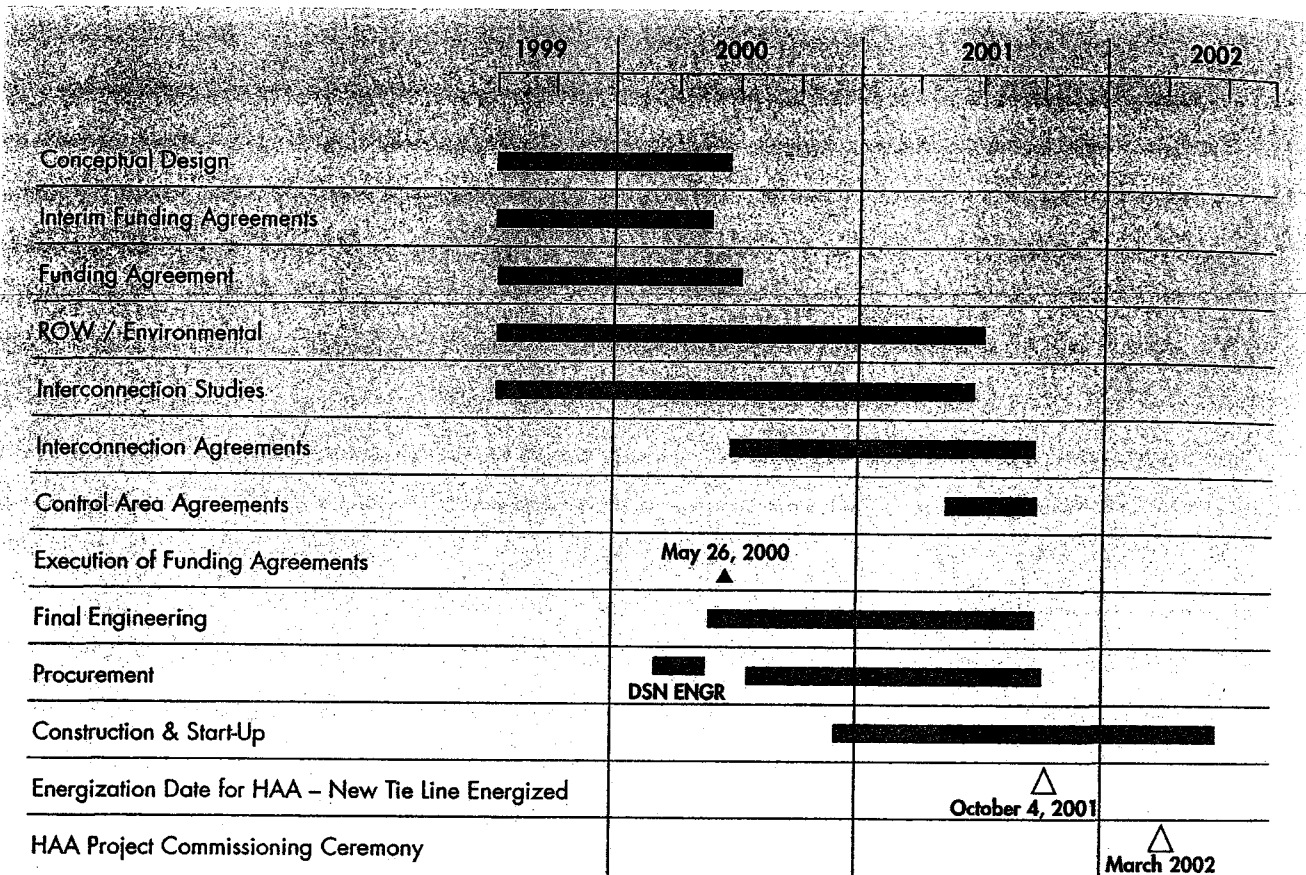


Exhibit 6

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10184

DATE 10/5/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 20,397.92

*****Twenty Thousand Three Hundred Ninety-Seven dollars and 92/100*****

DOLLARS

Bank of America

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED
Dan Hoegge

MP

⑈010184⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
10/5/07	Inv. #0543-0907-0342 - Capital Improvements - 9/14/07	1,267.03
	Inv. #0543-0907-0557 - O & M Accumulation - 9/19/07	8,334.20
	Inv. #0543-0907-0303 - Operations & Maintenance - 9/14/07	302.19
	Inv. #1146-0907-0309 - Operations & Maintenance - 9/14/07	1,585.27
	Inv. #1146-0907-0349 - Capital Improvements - 9/14/07	8,909.23

4th Qtr. 2007

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$8,909.23
DUE DATE: 10/08/07
INVOICE DATE: 09/14/07
INVOICE NBR: 1146-0907-0349
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENT COSTS FOR THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD:

COSTS FOR:
JANUARY THROUGH AUGUST 2007 COSTS

\$8,909.23

TOTAL AMOUNT DUE

\$8,909.23

PREPARED BY: MIKE PENIC
(602) 236-5069

/
okay HK
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0907-0349
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 09/14/07
DATE DUE: 10/08/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

TO:
8-9/26

5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10180

DATE 8/8/07

32-1/1110-TX
0

PAY TO THE
ORDER OF Salt River Project

\$ 15,124.33

*****Fifteen Thousand One Hundred Twenty-four dollars and 33/100***** DOLLARS

Bank of America.

Customer Connection



CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

Aug 8 2007
Verd P. Kerton

⑈010180⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
8/8/07	Inv. #1146-0707-8737, Operations & Maintenance	\$13,262.85
	Inv. #0543-0707-8723, Operations & Maintenance	1,861.48

3rd Qtr. 2007
Other ✓

Y to D by Co. _____
Y to D by Matter _____
2002 by Co. _____
2002 by Matter _____
Firms _____

Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$13,262.85
DUE DATE: 08/22/07
INVOICE DATE: 07/27/07
INVOICE NBR: 1146-0707-8737
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: AUGUST	2007	\$17,353.18	
ADJUSTMENT FOR: JUNE	2007	\$4,158.93-	\$13,194.25

MICROWAVE

ESTIMATE FOR: AUGUST	2007	\$379.33	
ADJUSTMENT FOR: JUNE	2007	\$310.73-	\$68.60

500 KV LINE

ESTIMATE FOR: AUGUST	2007	\$79.49	
ADJUSTMENT FOR: JUNE	2007	\$79.49-	

TOTAL AMOUNT DUE

\$13,262.85

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

every HK
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0707-8737
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/27/07
DATE DUE: 08/22/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: Mr
7/31

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10178

DATE 7/10/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 6,521.50

*****Six Thousand Five Hundred Twenty-One dollars and 50/100*****

DOLLARS

Bank of America

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED
Paul C. Taylor

⑈010178⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
7/10/07	Inv. #0543-0607-7767, Capital Improvements, 6/29/07	441.83
	Inv. #0543-0607-7712, Operations & Maintenance, 6/29/07	1,810.67
	Inv. #1146-0607-7744, Operations & Maintenance, 6/29/07	4,269.00 ✓

3rd Qtr. 2007
Other

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$4,269.00
DUE DATE: 07/25/07
INVOICE DATE: 06/29/07
INVOICE NBR: 1146-0607-7744
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JULY	2007	\$17,353.18	
ADJUSTMENT FOR: MAY	2007	\$1,043.92-	\$16,309.26

MICROWAVE

ESTIMATE FOR: JULY	2007	\$379.33	
ADJUSTMENT FOR: MAY	2007	\$318.92-	\$60.41

500 KV LINE

ESTIMATE FOR: JULY	2007	\$79.49	
ADJUSTMENT FOR: MAY	2007	\$79.49-	

INTEREST INCOME ON ITCC BAL 04-07 & 05-07	\$12,100.67-	\$12,100.67-
---	--------------	--------------

TOTAL AMOUNT DUE

\$4,269.00

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0607-7744
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/29/07
DATE DUE: 07/25/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

sherry HLL
GBPP

10/2/07
7/19

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10176

DATE 6/13/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 11,956.32

*****Eleven Thousand Nine Hundred Fifty-Six and 32/100*****

Bank of America.


Customer Connection

DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

⑈010176⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
6/13/07	Switchyard loss - Account #GBPP-SWYLOSS	903.87
	Switchyard Loss - Inv. #0543-0607-7079	11,052.45
	160000	

*2nd Stmt 2007
GBPP/Salt River*
Y to D by Co. _____
Y to D by Matter _____
2002 by Co. _____
2002 by Matter _____
Firms _____

Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
JUN 12 2007
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$11,052.45
DUE DATE: 07/05/07
INVOICE DATE: 06/08/07
INVOICE NBR: 0543-0607-7079
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 7

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

O&M COST ACCUMULATION / STUDIES FOR THE ANPP
AND HASSAYAMPA SWITCHYARDS.
REFERENCE: JOBS ACS-1-1 / -2

COSTS FOR JANUARY THROUGH APRIL 2007

\$11,052.45

TOTAL AMOUNT DUE

\$11,052.45

PREPARED BY: MIKE PENIC
(602) 236-5069

shy HK

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0607-7079
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/08/07
DATE DUE: 07/05/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To:
B
12

GILA BEND POWER PARTNERS, LLC
5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10175

DATE 5/30/07

32-1/1110 TX
0

PAY TO THE
ORDER OF Salt River Project

\$ 34,193.25

*****Thirty-Four Thousand One Hundred Ninety-Three dollars and 25/100***

Bank of America

Customer Connection



CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

[Signature]
[Signature]

⑈010175⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
5/30/07	Inv. #1146-0507-6573, 5/25/07, Operations & Maintenance	30,759.58
	Inv. #0543-0507-6566, 5/25/07, Operations & Maintenance	3,433.67

16100

2nd Qtr. 2007
GPP/Salt River

Y to D by Co. _____
Y to D by Matter _____
2002 by Co. _____
2002 by Matter _____
Firms _____

Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

RECEIVED
MAY 29 2007
SC-LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$30,759.58
DUE DATE: 06/22/07
INVOICE DATE: 05/25/07
INVOICE NBR: 1146-0507-6573
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JUNE	2007	\$17,353.18	
ADJUSTMENT FOR: APRIL	2007	\$2,156.20-	\$15,196.98

MICROWAVE

ESTIMATE FOR: JUNE	2007	\$379.33	
ADJUSTMENT FOR: APRIL	2007	\$14.31-	\$365.02

500 KV LINE

ESTIMATE FOR: JUNE	2007	\$79.49	
ADJUSTMENT FOR: APRIL	2007	\$79.49-	

2006 DIRECT LABOR LOAD ADJ	\$10,412.61	
2006 INDIRECT LABOR LOAD ADJ	\$4,784.97	\$15,197.58

TOTAL AMOUNT DUE

\$30,759.58

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0507-6573
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 05/25/07
DATE DUE: 06/22/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

Long HLC
GBPP

101
B
3/29

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10173

DATE 5/10/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 18,669.78

*****Eighteen Thousand Six Hundred Sixty-Nine dollars and 78/100***** DOLLARS

Bank of America.

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

⑈010173⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
5/10/07	Inv. #1146-0407-5647, 4/27/07 - Operations & Maintenance	\$16,816.41
	Inv. #0543-0407-5632, 4/27/07 - Operations & Maintenance	1,853.37

16100

✓
GBPP/Salt
2nd Qtr, 2007

SRP

RECEIVED
MAY 01 2007
SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS	INVOICE AMOUNT:	\$16,816.41
ATTN: MS. HEATHER KREAGER	DUE DATE:	05/22/07
5949 SHERRY LN #1900	INVOICE DATE:	04/27/07
DALLAS TX 75225	INVOICE NBR:	1146-0407-5647
	CUSTOMER ACCT:	0261700-001
	ACCOUNTING:	11-100-82410-102
	DEPT. ID.:	JO100
	REFERENCE:	1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

MARCH 2007 ADJ. AND FEB 2007 CORRECTION
COVERING SWITCHYARD, MICROWAVE AND 500KV LINE
(SEE ATTACHED SCHEDULES FOR DETAILS)

MAR 2007 ADJ. / MAY 2007 EST	\$22,764.46	
INTEREST INCOME ON ITCC BAL 02-07 & 3-07	\$11,900.71-	
TOTAL		\$10,863.75
FEB 2007 ADJ. CORRECTION		\$5,952.66

TOTAL AMOUNT DUE

\$16,816.41

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

May 14

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0407-5647
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 04/27/07
DATE DUE: 05/22/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

10: 14
5/2

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10173

DATE 5/10/07

32-1/1110-TX
0PAY TO THE
ORDER OF Salt River Project

\$ 18,669.78

*****Eighteen Thousand Six Hundred Sixty-Nine dollars and 78/100***** DOLLARS

Bank of America.

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED
Sam Rogers

MP

⑈010173⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
5/10/07	Inv. #1146-0407-5647, 4/27/07 - Operations & Maintenance	\$16,816.41
	Inv. #0543-0407-5632, 4/27/07 - Operations & Maintenance	1,853.37

16100

GRPP/Salt River
2nd Qtr. 2007Y to D by Co.
Y to D by Matter
Y to 2002 by Co.
Y to 2002 by Matter
Firms
2002

Firms Invoice Date

Invoice

GRP

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

RECEIVED

MAY 01 2007

SC - LEGAL

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,853.37
DUE DATE: 05/22/07
INVOICE DATE: 04/27/07
INVOICE NBR: 0543-0407-5632
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: MAY 2007 (1/13 TH) \$2,274.26

ADJUSTMENT FOR: MARCH 2007 (1/13 TH) \$420.89-

TOTAL

\$1,853.37

TOTAL AMOUNT DUE

\$1,853.37

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

↑
away HK
GBP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0407-5632
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 04/27/07
DATE DUE: 05/22/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

10-10
5/2

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10170

DATE 4/10/0732-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project\$ 17,876.29

*****Seventeen Thousand Eight Hundred Seventy-Six and 29/100*****

Bank of America

Customer Connection

DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED
Par Deppa

⑈010170⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
4/10/07	Operations & Maintenance Inv. #1146-0307-4687	15,871.70
	Operations & Maintenance Inv. #0543-0307-4574	1,698.76
	Capital Improvements Inv. #0543-0307-4683	305.83

Y to D by Co. _____
Y to D by Matter _____
2002 by Co. _____
2002 by Matter _____
Firms _____

Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$305.83
DUE DATE: 04/23/07
INVOICE DATE: 03/29/07
INVOICE NBR: 0543-0307-4683
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR:

JANUARY AND FEBRUARY 2007

\$305.83

TOTAL AMOUNT DUE

\$305.83

PREPARED BY: MIKE PENIC
(602) 236-5069

/
okay HCC
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0307-4683
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/29/07
DATE DUE: 04/23/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: B-4/9

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX. 75225

10170

DATE 4/10/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 17,876.29

*****Seventeen Thousand Eight Hundred Seventy-Six and 29/100*****

Bank of America

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED
Par Dogge

⑈010170⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX. 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
4/10/07	Operations & Maintenance Inv. #1146-0307-4687	15,871.70
	Operations & Maintenance Inv. #0543-0307-4574	1,698.76
	Capital Improvements Inv. #0543-0307-4683	305.83

✓ 2nd Apr. 2007

Y to D by Co. _____
Y to D by Matter _____
2002 by Co. _____
2002 by Matter _____
Firms _____

Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
APR 03 2007
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,698.76
DUE DATE: 04/23/07
INVOICE DATE: 03/29/07
INVOICE NBR: 0543-0307-4574
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: APRIL 2007 (1/13 TH) \$2,274.26

ADJUSTMENT FOR: FEBRUARY 2007 (1/13 TH) \$575.50-

TOTAL

\$1,698.76

TOTAL AMOUNT DUE

\$1,698.76

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

Cheng, HK

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0307-4574
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/29/07
DATE DUE: 04/23/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To. B 4/19

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10168

DATE 3/9/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 1,929.17

****One Thousand Nine Hundred Twenty-Nine and 17/100*****

Bank of America.

Customer Connection

DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED
Dar Deppa

⑈010168⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT.**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
3/9/07	Operations & Maintenance, Inv.#0543-0207-3701	1,929.17

GBPP/SEP
1st Qtr, 2007
✓

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
MAR 07 2007
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,929.17
DUE DATE: 03/23/07
INVOICE DATE: 02/28/07
INVOICE NBR: 0543-0207-3701
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: MARCH 2007 (1/13 TH) \$2,274.26

ADJUSTMENT FOR: JANUARY 2007 (1/13 TH) \$345.09-

TOTAL

\$1,929.17

TOTAL AMOUNT DUE

\$1,929.17

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

/
Shay Ha
GBRP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0207-3701
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 02/28/07
DATE DUE: 03/23/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: B- 3/7

GILA BEND POWER PARTNERS, LLC6949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10165

DATE 2/12/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 7,207.00

*****Seven Thousand Two Hundred Seven dollars and No/100*****

DOLLARS

Bank of America

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED*Debby*
Par Doope

MP

⑈010165⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
2/12/07	O&M Cost accumulation, Inv. # 0543-0107-2815, 1/31/07	4,965.02
	Operations & Maintenance, Inv. #1146-0107-2819, 1/31/07	2,241.98

1st Item 2007
File

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$4,965.02
DUE DATE: 02/23/07
INVOICE DATE: 01/31/07
INVOICE NBR: 0543-0107-2815
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 7

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

O&M COST ACCUMULATION / STUDIES FOR THE ANPP
AND HASSAYAMPA SWITCHYARDS.
REFERENCE: JOBS ACS-1-1 / -2

COSTS FOR OCTOBER THROUGH DECEMBER 2006

\$4,965.02

TOTAL AMOUNT DUE

\$4,965.02

PREPARED BY: MIKE PENIC
(602) 236-5069

Shay HK
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0107-2815
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/31/07
DATE DUE: 02/23/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: 2/12

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10165

DATE 2/12/07

32-1/1110 TX
DPAY TO THE
ORDER OF Salt River Project

\$ 7,207.00

*****Seven Thousand Two Hundred Seven dollars and No/100*****

DOLLARS

Bank of America

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED*[Signature]*
[Signature]

⑈010165⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
2/12/07	O&M Cost accumulation, Inv. # 0543-0107-2815, 1/31/07	4,965.02
	Operations & Maintenance, Inv. #1146-0107-2819, 1/31/07	2,241.98

*181/ Otr. 2007**File*

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

RECEIVED

FEB 05 2007

SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,241.98
DUE DATE: 02/23/07
INVOICE DATE: 01/31/07
INVOICE NBR: 1146-0107-2819
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

OCTOBER THROUGH DECEMBER 2006 ADJUSTMENTS
COVERING SWITCHYARD, MICROWAVE AND 500KV LINE
(SEE ATTACHED SCHEDULES FOR DETAILS)

\$2,241.98

TOTAL AMOUNT DUE

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

\$2,241.98

Shay HK
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0107-2819
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/31/07
DATE DUE: 02/23/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: 2/12

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10164

DATE 2/9/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 2,586.17

****Two Thousand Five Hundred Eighty-Six dollars and 17/100*****

Bank of America

Customer Connection

DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED*[Signature]*
[Signature]

⑈010164⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
2/9/07	Capital Improvements - Aug. - Dec. 06 Inv.#0543-0107-2800	84.93
	Operations & Maintenance - Inv. #0543-1206-1744	1,168.75
	Operations & Maintenance - Inv. #0543-0107-2751	1,332.49

*File**GBPP/Salt River**1st Qtr. 2007*

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
JAN 02 2007
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,168.75
DUE DATE: 01/22/07
INVOICE DATE: 12/27/06
INVOICE NBR: 0543-1206-1744
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: JANUARY 2007 (1/13 TH) \$2,274.26

ADJUSTMENT FOR: NOVEMBER 2006 (1/13 TH) \$1,105.51-

TOTAL

\$1,168.75

TOTAL AMOUNT DUE

\$1,168.75

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

any th

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

To: PR
02/02

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1206-1744
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 12/27/06
DATE DUE: 01/22/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10164

DATE 2/9/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 2,586.17

****Two Thousand Five Hundred Eighty-Six dollars and 17/100*****

Bank of America.

Customer Connection

DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED*[Signature]*
[Signature]

⑈010164⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
2/9/07	Capital Improvements - Aug. - Dec. 06 Inv.#0543-0107-2800	84.93
	Operations & Maintenance - Inv. #0543-1206-1744	1,168.75
	Operations & Maintenance - Inv. #0543-0107-2751	1,332.49

*file**GBPP/Salt River*
1st Qtr. 2007

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$84.93
DUE DATE: 02/23/07
INVOICE DATE: 01/31/07
INVOICE NBR: 0543-0107-2800
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR:

AUGUST THROUGH DECEMBER 2006

\$84.93

TOTAL AMOUNT DUE

PREPARED BY: MIKE PENIC
(602) 236-5069

\$84.93

Handwritten signature
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0107-2800
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/31/07
DATE DUE: 02/23/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

Handwritten: TO: A-2/6

GILA BEND POWER PARTNERS, LLC5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10164

DATE 2/9/07

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 2,586.17

****Two Thousand Five Hundred Eighty-Six dollars and 17/100*****

Bank of America.

Customer Connection

DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED*Par Deppre*

⑈010164⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
2/9/07	Capital Improvements - Aug. - Dec. 06 Inv.#0543-0107-2800	84.93
	Operations & Maintenance - Inv. #0543-1206-1744	1,168.75
	Operations & Maintenance - Inv. #0543-0107-2751	1,332.49

File
CPPP/Salt River
1st Qtr. 2007

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
FEB 05 2007
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,332.49
DUE DATE: 02/23/07
INVOICE DATE: 01/31/07
INVOICE NBR: 0543-0107-2751
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: FEBRUARY 2007 (1/13 TH) \$2,274.26

ADJUSTMENT FOR: DECEMBER 2006 (1/13 TH) \$941.77-

TOTAL

\$1,332.49

TOTAL AMOUNT DUE

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

\$1,332.49

Shay Ha
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0107-2751
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/31/07
DATE DUE: 02/23/07

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

TO: B-2/6

GILA BEND POWER PARTNERS, C

59-9 SHEPPY LN. STE. 1900
DALLAS, TX 75225

10153

DATE 11/28/06

32-1/1110 TX
D

PAY TO THE
ORDER OF Salt River project

\$ 1,587.98

One Thousand Five Hundred Eighty-Seven and 98/100**

DOLLARS

Bank of America

Customer Connection



CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

[Signature]
[Signature]

MP

⑈010153⑈ ⑆1111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT

THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DATE	DESCRIPTION	AMOUNT
11/28/06	Operations & Maintenance Inv. #0543-1106-0721	1,587.98

YBPP/Salt River 4th Str. 2006
File

Y to D by Co. _____

Y to D by Matter _____

2002 by Co. _____

2002 by Matter _____

Firms _____

Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
NOV 20 2006
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,587.98
DUE DATE: 12/18/06
INVOICE DATE: 11/17/06
INVOICE NBR: 0543-1106-0721
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: DECEMBER 2006 (1/13 TH) \$2,316.72
ADJUSTMENT FOR: OCTOBER 2006 (1/13 TH) \$728.74-

TOTAL

\$1,587.98

TOTAL AMOUNT DUE

\$1,587.98

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

okay HK

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1106-0721
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 11/17/06
DATE DUE: 12/18/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

10: P2- 11/27

GILA BEND POWER PARTNERS, 35949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10152

DATE 11/10/06

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 106,586.88

****One Hundred Six Thousand Five Hundred Eighty-Six dollars and 88/100*** DOLLARS

Bank of America

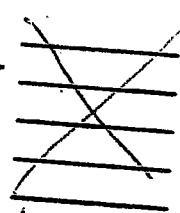
Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED*DUBCJW**Par Dargatzis*

⑈010152⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
11/10/06	Operations & Maintenance - Inv. #1146-1006-9982, 10/27/06	106,586.88

*DBPP-5-1511**File**4th Qtr. 2006
DBPP/SRP*Y to D by Co.
Y to D by Matter
2002 by Co.
2002 by Matter
FirmsInvoice Date *10/1/06 - 10/31/06*

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$106,586.88
DUE DATE: 11/22/06
INVOICE DATE: 10/27/06
INVOICE NBR: 1146-1006-9982
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: NOVEMBER 2006	\$17,964.20	
ADJUSTMENT FOR: SEPTEMBER 2006	\$6,051.77-	
TOTAL		\$11,912.43

MICROWAVE

ESTIMATE FOR: NOVEMBER 2006	\$343.17	
ADJUSTMENT FOR: SEPTEMBER 2006	\$3.94-	
TOTAL		\$339.23

500 KV LINE

ESTIMATE FOR: NOVEMBER 2006	\$79.49	
ADJUSTMENT FOR: SEPTEMBER 2006	\$79.49-	
TOTAL		

OCT 2006 SWYD EST. SUPLMT.-LIABILITY INS	\$94,335.22	\$94,335.22
--	-------------	-------------

TOTAL AMOUNT DUE

\$106,586.88

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-1006-9982
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 10/27/06
DATE DUE: 11/22/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

shayla
GBPP

GILA BEND POWER PARTNERS, 3
5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10151

DATE 11/7/06

32-1/1110 TX
0

PAY TO THE
ORDER OF Salt River Project

\$ 7,941.91

*****Seven Thousand Nine Hundred Forty-One dollars and 91/100*****

DOLLARS

Bank of America

Customer Connection



CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

[Signature]
[Signature]

⑈010151⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
11/7/06	Inv. #0543-1006-9971, 11/22/06 - Operations & Maintenance	2,136.42
	Inv. #0543-1006-9931, 11/22/06 - O & M Cost Accumulation	5,805.49

File
4th Qtr. 2006
KBPP/SRP

KBPP-5-15 IV

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$5,805.49
DUE DATE: 11/22/06
INVOICE DATE: 10/27/06
INVOICE NBR: 0543-1006-9931
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 7

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

O&M COST ACCUMULATION / STUDIES FOR THE ANPP
AND HASSAYAMPA SWITCHYARDS.
REFERENCE: JOBS ACS-1-1 & -2

COSTS FOR JULY THROUGH SEPTEMBER 2006

\$5,805.49

TOTAL AMOUNT DUE

\$5,805.49

PREPARED BY: MIKE PENIC
(602) 236-5069

may AK
GBPP

To: B 10/30

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1006-9931
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 10/27/06
DATE DUE: 11/22/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10131

DATE 11/7/06

32-1/1110 TX
0

PAY TO THE
ORDER OF Salt River Project

\$ 7,941.91

*****Seven Thousand Nine Hundred Forty-One dollars and 91/100*****

DOLLARS

Bank of America

Customer Connection



CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

[Signature]
[Signature]

⑈010151⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
11/7/06	Inv. #0543-1006-9971, 11/22/06 - Operations & Maintenance	2,136.42
	Inv. #0543-1006-9931, 11/22/06 - O & M Cost Accumulation	5,805.49

File

4th Qtr. 2006
DBPP/ERP

DBPP - 5-15 IV

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS	INVOICE AMOUNT:	\$2,136.42
ATTN: MS. HEATHER KREAGER	DUE DATE:	11/22/06
5949 SHERRY LN #1900	INVOICE DATE:	10/27/06
DALLAS TX 75225	INVOICE NBR:	0543-1006-9971
	CUSTOMER ACCT:	0261700-001
	ACCOUNTING:	05-100-82410-172
	DEPT. ID.:	JO100
	REFERENCE:	3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: NOVEMBER 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: SEPTEMBER 2006 (1/13 TH) \$180.30-

TOTAL \$2,136.42

TOTAL AMOUNT DUE

\$2,136.42

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1006-9971
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 10/27/06
DATE DUE: 11/22/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

okay HIL
GBRP

10: 12 - 10/30

GILA BEND POWER PARTNERS, C5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10147

DATE 10/4/06

32-1/1110 TX
DPAY TO THE
ORDER OF Salt River Project

\$ 18,365.37

*****Eighteen Thousand Three Hundred Sixty-Five dollars and 37/100*****

DOLLARS

Bank of America.

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

⑈010147⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY, NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
10/4/06	Operations & Maintenance, Inv. #1146-0906-8588, 9/21/06	16,206.62
	Operations & Maintenance, Inv. #0543-0906-8560, 9/21/06	2,158.75

DBPP-5-15 IV

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
SEP 25 2006
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,158.75
DUE DATE: 10/17/06
INVOICE DATE: 09/21/06
INVOICE NBR: 0543-0906-8560
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: OCTOBER 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: AUGUST 2006 (1/13 TH) \$157.97-

TOTAL

\$2,158.75

TOTAL AMOUNT DUE

\$2,158.75

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

sherry HHC

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0906-8560
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 09/21/06
DATE DUE: 10/17/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: B
9/27

GILA BEND POWER PARTNERS, ;
5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10147

DATE 10/4/06

32-1/1110 TX
0

PAY TO THE
ORDER OF Salt River Project

\$ 18,365.37

*****Eighteen Thousand Three Hundred Sixty-Five dollars and 37/100*****

Bank of America.
Customer Connection



DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

[Signature]
[Signature]

⑈010147⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
10/4/06	Operations & Maintenance, Inv. #1146-0906-8588, 9/21/06	16,206.62
	Operations & Maintenance, Inv. #0543-0906-8560, 9/21/06	2,158.75

Grapp - 5-151K

File

RECEIVED

SEP 25 2006

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$16,206.62
DUE DATE: 10/17/06
INVOICE DATE: 09/21/06
INVOICE NBR: 1146-0906-8588
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: OCTOBER	2006	\$17,964.20	
ADJUSTMENT FOR: AUGUST	2006	\$1,822.23-	
TOTAL			\$16,141.97

MICROWAVE

ESTIMATE FOR: OCTOBER	2006	\$343.17	
ADJUSTMENT FOR: AUGUST	2006	\$278.52-	
TOTAL			\$64.65

500 KV LINE

ESTIMATE FOR: OCTOBER	2006	\$79.49	
ADJUSTMENT FOR: AUGUST	2006	\$79.49-	
TOTAL			

TOTAL AMOUNT DUE

\$16,206.62

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0906-8588
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 09/21/06
DATE DUE: 10/17/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

shay HLL
EBPP

To: B-9/27

GILA BEND POWER PARTNERS, L.L.C.
5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

File

10145

DATE 9/11/06

32-1/1110 TX
0

PAY TO THE
ORDER OF Salt River Project

\$ 3,337.36

*****Three Thousand Three Hundred Thirty-Seven and 36/100*****

DOLLARS

Bank of America

Customer Connection



CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

[Signature]
Joe A. Ethridge

⑈010145⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
9/11/06	ANNPP Switchyard - Inv. #0543-0806-7629	2,325.66
	ANPP Switchyard - Inv. #0543-0806-7666	609.67
	GBPP Hassayampa - Inv. #1146-0806-7636	402.03

GBPP-5-15 IV

*GB/SRP
3rd Qtr 2006*

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
AUG 28 2006
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$609.67
DUE DATE: 09/18/06
INVOICE DATE: 08/25/06
INVOICE NBR: 0543-0806-7666
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: J0100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COCTS FOR:

JUNE	2006	\$317.23
JULY	2006	\$292.44

TOTAL \$609.67

TOTAL AMOUNT DUE

\$609.67

PREPARED BY: MIKE PENIC
(602) 236-5069

/
okay HK
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0806-7666
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/25/06
DATE DUE: 09/18/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

10 B-8/31

GILA BEND POWER PARTNERS, I5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10145

DATE 9/11/06

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 3,337.36

*****Three Thousand Three Hundred Thirty-Seven and 36/100*****

DOLLARS

Bank of America.

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

⑈010145⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
9/11/06	ANNPP Switchyard - Inv. #0543-0806-7629	2,325.66
	ANPP Switchyard - Inv. #0543-0806-7666	609.67
	GBPP Hassayampa - Inv. #1146-0806-7636	402.03

GBPP 5-15 IV
P/B/SRP
3rd Qtr 2006

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

RECEIVED
AUG 28 2006
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$402.03
DUE DATE: 09/18/06
INVOICE DATE: 08/24/06
INVOICE NBR: 1146-0806-7636
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: SEPTEMBER 2006	\$17,964.20	
ADJUSTMENT FOR: JULY 2006	\$507.37-	
TOTAL		\$17,456.83

MICROWAVE

ESTIMATE FOR: SEPTEMBER 2006	\$343.17	
ADJUSTMENT FOR: JULY 2006	\$58.74-	
TOTAL		\$284.43

500 KV LINE

ESTIMATE FOR: SEPTEMBER 2006	\$79.49	
ADJUSTMENT FOR: JULY 2006	\$79.49-	
TOTAL		

INTEREST INCOME ON ITCC AMT.-MAY 06 TO JUL 06	\$17,339.23-	\$17,339.23-
---	--------------	--------------

TOTAL AMOUNT DUE

\$402.03

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0806-7636
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/24/06
DATE DUE: 09/18/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

10 8/31

GILA BEND POWER PARTNERS, L

5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

File

10145

DATE 9/11/06

32-1/1110 TX
0

PAY TO THE
ORDER OF Salt River Project

\$ 3,337.36

*****Three Thousand Three Hundred Thirty-Seven and 36/100*****

Bank of America

Customer Connection



DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

[Signature]
Joe A. Ethridge

⑈010145⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
9/11/06	ANNPP Switchyard - Inv. #0543-0806-7629	2,325.66
	ANPP Switchyard - Inv. #0543-0806-7666	609.67
	GBPP Hassayampa - Inv. #1146-0806-7636	402.03

GBPP - 3-15-IV

*LB/SRP
3rd Qtr. 2006*

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
AUG 28 2006
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,325.66
DUE DATE: 09/18/06
INVOICE DATE: 08/24/06
INVOICE NBR: 0543-0806-7629
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: SEPTEMBER 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: JULY 2006 (1/13 TH) \$8.94

TOTAL

\$2,325.66

TOTAL AMOUNT DUE

\$2,325.66

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

shay HK
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0806-7629
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/24/06
DATE DUE: 09/18/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

10 8/31

GILA BEND POWER PARTNERS, C5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10140

DATE 8/8/06

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 23,438.57

*****Twenty-Three Thousand Four Hundred Thirty-Eight dollars and 57/100****

DOLLARS

Bank of America.

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED*San Diego*
DRB C/M

⑈010140⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
8/8/06	7/25/06, Inv. #1146-0706-6417, Operations & Maintenance	\$21,716.02
	7/25/06, Inv. #0543-0706-6413, Operations & Maintenance	1,722.55

MBPP-5-15 IV

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$21,716.02
DUE DATE: 08/18/06
INVOICE DATE: 07/25/06
INVOICE NBR: 1146-0706-6417
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: AUGUST	2006	\$17,964.20	
ADJUSTMENT FOR: JUNE	2006	\$2,958.62	
TOTAL			\$20,922.82

MICROWAVE

ESTIMATE FOR: AUGUST	2006	\$343.17	
ADJUSTMENT FOR: JUNE	2006	\$450.03	
TOTAL			\$793.20

500 KV LINE

ESTIMATE FOR: AUGUST	2006	\$79.49	
ADJUSTMENT FOR: JUNE	2006	\$79.49	
TOTAL			

TOTAL AMOUNT DUE

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0706-6417
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/25/06
DATE DUE: 08/18/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED
JUL 31 2006
SC - LEGAL

\$21,716.02

1
day for

GBPP

8/1

GILA BEND POWER PARTNERS, L.P.5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10140

DATE 8/8/06

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 23,438.57

*****Twenty-Three Thousand Four Hundred Thirty-Eight dollars and 57/100*****

Bank of America.

Customer Connection

DOLLARS
CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED*San Diego**DRB C/M*

⑈010140⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
8/8/06	7/25/06, Inv. #1146-0706-6417, Operations & Maintenance	\$21,716.02
	7/25/06, Inv. #0543-0706-6413, Operations & Maintenance	1,722.55

GBPP
5-15-IV

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,722.55
DUE DATE: 08/18/06
INVOICE DATE: 07/25/06
INVOICE NBR: 0543-0706-6413
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: AUGUST 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: JUNE 2006 (1/13 TH) \$594.17-

TOTAL

\$1,722.55

TOTAL AMOUNT DUE

\$1,722.55

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

okay HK
GBPP

RECEIVED
JUL 31 2006
SC - LEGAL

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0706-6413
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/25/06
DATE DUE: 08/18/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

8/1

GILA BEND POWER PARTNERS, LLC
5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10141

DATE 8/9/06

32-1/1110 TX
0

PAY TO THE
ORDER OF Salt River Project

\$ 6,170.21

*****Six Thousand One Hundred Seventy dollars and 21/100*****

DOLLARS

Bank of America.

Customer Connection



CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED

San Diego

⑈010141⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
8/9/06	7/31/06, Inv. #0543-0706-6630 O & M Cost Accumulation	6,170.21

Free

YBPP - 5-15 IV

Y to D by Co.
Y to D by Matter
2002 by Co.
2002 by Matter
Firms

Invoice Date

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$6,170.21
DUE DATE: 08/25/06
INVOICE DATE: 07/31/06
INVOICE NBR: 0543-0706-6630
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: J0100
REFERENCE: 7

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

O&M COST ACCUMULATION / STUDIES FOR THE ANPP
AND HASSAYAMPA SWITCHYARDS.
REFERENCE: JOBS ACS-1-1 & -2

COSTS FOR APRIL THROUGH JUNE 2006

\$6,170.21

TOTAL AMOUNT DUE

\$6,170.21

PREPARED BY: MIKE PENIC
(602) 236-5069

shag HLL
GBAP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0706-6630
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/31/06
DATE DUE: 08/25/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

TO B
8/10

GILA BEND POWER PARTNERS, C5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10136

DATE 6/28/06

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 13,376.02

*****Thirteen Thousand Seventy-Six dollars and 02/100*****

DOLLARS

Bank of America.

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED
Pam Dwyer

⑈010136⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
6/9/06	Operatins & Maintenance #0543-0606-4790	\$3,719.54
6/9/06	Operations & Maintenance #1146-0606-4805	\$9,656.48

PBPP 5-15-IV

File

2nd Quarter 2006

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
JUN 12 2006
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$3,719.54
DUE DATE: 07/03/06
INVOICE DATE: 06/09/06
INVOICE NBR: 0543-0606-4790
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: JUNE	2006 (1/13 TH)	\$2,316.72	
ADJUSTMENT FOR: APRIL	2006 (1/13 TH)	\$195.82-	\$2,120.90
2005 DIRECT LABOR LOAD ADJ.		\$1,120.73	
2005 INDIRECT LABOR LOAD ADJ		\$477.91	\$1,598.64

TOTAL AMOUNT DUE

\$3,719.54

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

Ray Hu

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0606-4790
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/09/06
DATE DUE: 07/03/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

B-6/14

RECEIVED

JUN 12 2006

80 - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$9,656.48
DUE DATE: 07/03/06
INVOICE DATE: 06/09/06
INVOICE NBR: 1146-0606-4805
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JUNE	2006	\$17,964.20	
ADJUSTMENT FOR: APRIL	2006	\$3,563.51-	\$14,400.69

MICROWAVE

ESTIMATE FOR: JUNE	2006	\$343.17	
ADJUSTMENT FOR: APRIL	2006	\$88.43	\$431.60

500 KV LINE

ESTIMATE FOR: JUNE	2006	\$79.49	
ADJUSTMENT FOR: APRIL	2006	\$79.49-	

2005 DIRECT LABOR LOAD ADJ

\$5,576.85

2005 INDIRECT LABOR LOAD ADJ

\$4,510.69

\$10,087.54

INTEREST INCOME ON ITCC AMT.-FEB TO APR 2006

\$15,263.35-

TOTAL AMOUNT DUE

\$9,656.48

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0606-4805
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/09/06
DATE DUE: 07/03/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

B-6/14

shy 40

GBPP

GILA BEND POWER PARTNERS,5949 SHERRY LN. STE. 1900
DALLAS, TX 75225

10134

DATE 5/10/06

32-1/1110 TX
0PAY TO THE
ORDER OF Salt River Project

\$ 28,985.81

*****Twenty-Eight Thousand Nine Hundred Eighty-Five and 81/100*****

DOLLARS

Bank of America.

Customer Connection

CHECK NOT VALID OVER \$1,000
UNLESS COUNTERSIGNED
Pam Rogers

⑈010134⑈ ⑆111000012⑆ 375 152 8045⑈

GILA BEND POWER PARTNERS, LLC
DALLAS, TX 75225**DETACH AND RETAIN THIS STATEMENT**THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED

DATE	DESCRIPTION	AMOUNT
4/26/06	Operations & Maintenance #1146-0406-3164	20,316.50
4/26/06	Operations & Maintenance #0543-0406-3129	2,321.81
4/26/06	Capital Improvements #0543-0406-3145	187.51
4/26/06	O&M Cost Accumulation #0543-0406-3160	6,159.99

2nd Quarter 2006

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED
MAY 01 2006
SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$6,159.99
DUE DATE: 05/22/06
INVOICE DATE: 04/26/06
INVOICE NBR: 0543-0406-3160
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 7

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

O&M COST ACCUMULATION / STUDIES FOR THE ANPP
AND HASSAYAMPA SWITCHYARDS.
REFERENCE: JOBS ACS-1-1 & -2

COSTS FOR JANUARY THROUGH MARCH 2006

\$6,159.99

TOTAL AMOUNT DUE

\$6,159.99

PREPARED BY: MIKE PENIC
(602) 236-5069

/
shay H
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0406-3160
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 04/26/06
DATE DUE: 05/22/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: P-5/2

REFERENCE	INVOICE DATE	GROSS AMOUNT	DISCOUNT TAKEN	NET AMOUNT PAID
0543-0306-1794	3/24/2006	1,968.05	0.00	1,968.05
1146-0306-1800	3/24/2006	2,302.17	0.00	2,302.17
1146-0306-1812	3/24/2006	916.69	0.00	916.69
TOTAL >		5,186.91	0.00	5,186.91

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A TRUE WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

Gila Bend Power Partners, LLC

Operating Account
5949 Sherry Lane, Suite 1900
Dallas, Texas 75225

Bank of America
Bank of America, NA
Dallas, Texas

1413

DATE	4/12/2006
AMOUNT	5,186.91

PAY Five Thousand One Hundred Eighty-Six and 91/100*****

TO THE SALT RIVER PROJECT
ORDER SRP/PALOP 1 Agent
OF MARS P O Box 52019
Phoenix, AZ 85072-2019

NOT VALID OVER \$1000 UNLESS COUNTERSIGNED

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈ 1413 ⑈ ⑆ 111000012⑆ 375 152 8045 ⑈

Y to D by Co. _____
Y to D by Matter _____
2002 by Co. _____
2002 by Matter _____
Firms _____

Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,302.17
DUE DATE: 04/17/06
INVOICE DATE: 03/24/06
INVOICE NBR: 1146-0306-1800
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: APRIL	2006	\$17,964.20	
ADJUSTMENT FOR: FEBRUARY	2006	\$496.40	
TOTAL			\$18,460.60

MICROWAVE

ESTIMATE FOR: APRIL	2006	\$343.17	
ADJUSTMENT FOR: FEBRUARY	2006	\$378.90	
TOTAL			\$722.07

500 KV LINE

ESTIMATE FOR: APRIL	2006	\$79.49	
ADJUSTMENT FOR: FEBRUARY	2006	\$79.49-	
TOTAL			

INTEREST INCOME ON ITCC AMT.-OCT 05 TO JAN 06	\$16,880.50-	\$16,880.50-
---	--------------	--------------

TOTAL AMOUNT DUE \$2,302.17

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0306-1800
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/24/06
DATE DUE: 04/17/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

Handwritten: To: B1 4-3

0543-0306-1794	3/24/2006	1,968.05	0.00	1,968.05
1146-0306-1800	3/24/2006	2,302.17	0.00	2,302.17
1146-0306-1812	3/24/2006	916.69	0.00	916.69
TOTAL >		5,186.91	0.00	5,186.91

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A TRUE WATERMARK. HOLD UP TO THE LIGHT TO VERIFY.

Gila Bend Power Partners, LLC

Operating Account
5949 Sherry Lane, Suite 1900
Dallas, Texas 75225

Bank of America
Bank of America, NA
Dallas, Texas

1413

DATE	4/12/2006
AMOUNT	5,186.91

PAY Five Thousand One Hundred Eighty Six and 91/100 *****

TO THE ORDER OF SALT RIVER PROJECT
SRP/PALOP 1 Agent
MARS P.O. Box 52019
Phoenix, AZ 85072-2019

NOT VALID OVER \$1000 UNLESS COUNTERSIGNED

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

⑈1413⑈ ⑆111000012⑆ 375 152 8045⑈

Y to D by Co. _____
Y to D by Matter _____
2002 by Co. _____
2002 by Matter _____
Firms _____

Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS	INVOICE AMOUNT:	\$916.69
ATTN: MS. HEATHER KREAGER	DUE DATE:	04/17/06
5949 SHERRY LN #1900	INVOICE DATE:	03/24/06
DALLAS TX 75225	INVOICE NBR:	1146-0306-1812
	CUSTOMER ACCT:	0261700-001
	ACCOUNTING:	11-100-82410-102
	DEPT. ID.:	JO100
	REFERENCE:	5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENT COSTS FOR THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD:

COSTS FOR: JANUARY	2006	
FEBRUARY	2006	\$916.69

TOTAL	\$916.69
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TOTAL AMOUNT DUE	\$916.69
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PREPARED BY: MIKE PENIC
(602) 236-5069

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shy HK
G-BPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT	INVOICE NBR:	1146-0306-1812
SRP/HASSAYAMPA	CUSTOMER ACCT:	0261700-001
MARS P. O. BOX 52019	INVOICE DATE:	03/24/06
PHOENIX, AZ. 85072-2019	DATE DUE:	04/17/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: B-4-3

0543-0306-1794	3/24/2006	1,968.05	0.00	1,968.05
1146-0306-1800	3/24/2006	2,302.17	0.00	2,302.17
1146-0306-1812	3/24/2006	916.69	0.00	916.69
TOTAL >		5,186.91	0.00	5,186.91

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND A TRUE WATERMARK - HOLD UP TO THE LIGHT TO VERIFY

Gila Bend Power Partners, LLC
 Operating Account
 5949 Sherry Lane, Suite 1900
 Dallas, Texas 75225

Bank of America
 Bank of America, NA
 Dallas, Texas

1413

DATE 4/12/2006
 AMOUNT \$5,186.91

PAY Five Thousand One Hundred Eighty Six and 91/100 *****

TO THE ORDER OF SALT RIVER PROJECT
 SRP/PALOP 1 Agent
 MARS P.O. Box 52019
 Phoenix, AZ 85072-2019

NOT VALID OVER \$1000 UNLESS COUNTERSIGNED

CHECK IS PRINTED ON SECURITY PAPER WHICH INCLUDES A MICROPRINT BORDER & FLUORESCENT FIBERS

"1413" 1111000012: 375 152 8045"

Y to D by Co. _____
 Y to D by Matter _____
 2002 by Co. _____
 2002 by Matter _____
 Firms _____
 Invoice Date _____

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,968.05
DUE DATE: 04/17/06
INVOICE DATE: 03/24/06
INVOICE NBR: 0543-0306-1794
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: APRIL 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: FEBRUARY 2006 (1/13 TH) \$348.67-

TOTAL \$1,968.05

TOTAL AMOUNT DUE \$1,968.05

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

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GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0306-1794
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/24/06
DATE DUE: 04/17/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To B 4/3

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,302.17
DUE DATE: 04/17/06
INVOICE DATE: 03/24/06
INVOICE NBR: 1146-0306-1800
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: APRIL	2006	\$17,964.20	
ADJUSTMENT FOR: FEBRUARY	2006	\$496.40	
TOTAL			\$18,460.60

MICROWAVE

ESTIMATE FOR: APRIL	2006	\$343.17	
ADJUSTMENT FOR: FEBRUARY	2006	\$378.90	
TOTAL			\$722.07

500 KV LINE

ESTIMATE FOR: APRIL	2006	\$79.49	
ADJUSTMENT FOR: FEBRUARY	2006	\$79.49-	
TOTAL			

INTEREST INCOME ON ITCC AMT.-OCT 05 TO JAN 06	\$16,880.50-	\$16,880.50-
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TOTAL AMOUNT DUE	\$2,302.17
------------------	------------

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0306-1800
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/24/06
DATE DUE: 04/17/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

clerk HX
FBPP

To: 6143

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$916.69
DUE DATE: 04/17/06
INVOICE DATE: 03/24/06
INVOICE NBR: 1146-0306-1812
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENT COSTS FOR THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD:

COSTS FOR: JANUARY 2006
FEBRUARY 2006 \$916.69

TOTAL \$916.69

TOTAL AMOUNT DUE \$916.69

PREPARED BY: MIKE PENIC
(602) 236-5069

/ *shy HK*
G-BP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0306-1812
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/24/06
DATE DUE: 04/17/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To: B-4-3

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,968.05
DUE DATE: 04/17/06
INVOICE DATE: 03/24/06
INVOICE NBR: 0543-0306-1794
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: APRIL 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: FEBRUARY 2006 (1/13 TH) \$348.67-

TOTAL \$1,968.05

TOTAL AMOUNT DUE \$1,968.05

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

okay HLL
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0306-1794
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/24/06
DATE DUE: 04/17/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To B 4/3

RECEIVED

MAR 06 2006

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$5,038.68
DUE DATE: 03/21/06
INVOICE DATE: 02/28/06
INVOICE NBR: 0543-0206-0856
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: MARCH 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: JANUARY 2006 (1/13 TH) \$2,721.96

TOTAL

\$5,038.68

TOTAL AMOUNT DUE

\$5,038.68

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

okay HK

*GBPP
Switchyard*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0206-0856
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 02/28/06
DATE DUE: 03/21/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

10/16 3/7

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MAR 06 2006

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$16,328.18
DUE DATE: 03/21/06
INVOICE DATE: 02/28/06
INVOICE NBR: 1146-0206-0870
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: MARCH	2006	\$17,964.20	
ADJUSTMENT FOR: JANUARY	2006	\$1,892.76-	
TOTAL			\$16,071.44

MICROWAVE

ESTIMATE FOR: MARCH	2006	\$343.17	
ADJUSTMENT FOR: JANUARY	2006	\$86.43-	
TOTAL			\$256.74

500 KV LINE

ESTIMATE FOR: MARCH	2006	\$79.49	
ADJUSTMENT FOR: JANUARY	2006	\$79.49-	
TOTAL			

TOTAL AMOUNT DUE

\$16,328.18

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0206-0870
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 02/28/06
DATE DUE: 03/21/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

*stay HK
GBPP Switchyard*

To 3/7

RECEIVED
FEB 6 2006
SC-LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$10,398.29
DUE DATE: 02/21/06
INVOICE DATE: 01/30/06
INVOICE NBR: 1146-0106-9854
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: FEBRUARY 2006	\$17,964.20	
ADJUSTMENT FOR: DECEMBER 2005	\$4,074.27-	
TOTAL		\$13,889.93

MICROWAVE

ESTIMATE FOR: FEBRUARY 2006	\$343.17	
ADJUSTMENT FOR: DECEMBER 2005	\$162.69-	
TOTAL		\$180.48

500 KV LINE

ESTIMATE FOR: FEBRUARY 2006	\$79.49	
ADJUSTMENT FOR: DECEMBER 2005	\$79.49-	
TOTAL		

CREDIT BALANCE- AK2-1 7-04 TO 12-05
FROM WECC PAYMENTS ON DISTURBANCE MONITORS

\$3,672.12-	\$3,672.12-
-------------	-------------

TOTAL AMOUNT DUE

\$10,398.29

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0106-9854
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/30/06
DATE DUE: 02/21/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED
FEB 6 2006
SC - LER 41

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$10,398.29
DUE DATE: 02/21/06
INVOICE DATE: 01/30/06
INVOICE NBR: 1146-0106-9854
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: FEBRUARY 2006	\$17,964.20	
ADJUSTMENT FOR: DECEMBER 2005	\$4,074.27-	
TOTAL		\$13,889.93

MICROWAVE

ESTIMATE FOR: FEBRUARY 2006	\$343.17	
ADJUSTMENT FOR: DECEMBER 2005	\$162.69-	
TOTAL		\$180.48

500 KV LINE

ESTIMATE FOR: FEBRUARY 2006	\$79.49	
ADJUSTMENT FOR: DECEMBER 2005	\$79.49-	
TOTAL		

CREDIT BALANCE- AK2-1 7-04 TO 12-05
FROM WECC PAYMENTS ON DISTURBANCE MONITORS

\$3,672.12-	\$3,672.12-
-------------	-------------

TOTAL AMOUNT DUE

\$10,398.29

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0106-9854
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/30/06
DATE DUE: 02/21/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED

FEB 6 2006

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,383.93
DUE DATE: 02/21/06
INVOICE DATE: 01/30/06
INVOICE NBR: 0543-0106-9827
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: FEBRUARY 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: DECEMBER 2005 (1/13 TH) \$67.21

TOTAL

\$2,383.93

TOTAL AMOUNT DUE

\$2,383.93

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

/
okay Hn
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0106-9827
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/30/06
DATE DUE: 02/21/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED

MAR 06 2006

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$69.57
DUE DATE: 03/21/06
INVOICE DATE: 02/28/06
INVOICE NBR: 0543-0206-0898
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COCTS FOR:

JANUARY 2006

\$69.57

TOTAL AMOUNT DUE

PREPARED BY: MIKE PENIC
(602) 236-5069

\$69.57

stay Hk

GBPP

Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0206-0898
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 02/28/06
DATE DUE: 03/21/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To B 3/1

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$865.05
DUE DATE: 02/10/06
INVOICE DATE: 01/17/06
INVOICE NBR: 0543-0106-9338
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

RECEIVED

JAN 23 2006

SC - LEGAL

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COCTS FOR:

AUGUST THROUGH DECEMBER 2005

\$865.05

TOTAL AMOUNT DUE

PREPARED BY: MIKE PENIC
(602) 236-5069

\$865.05

any the
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0106-9338
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/17/06
DATE DUE: 02/10/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To B 1/23

RECEIVED
MAY 25 2005
SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$9,775.65
DUE DATE: 06/14/05
INVOICE DATE: 05/20/05
INVOICE NBR: 1146-0505-0051
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: MAY	2005	\$15,631.99	
ADJUSTMENT FOR: MARCH	2005	\$3,651.33	
TOTAL			\$19,283.32

MICROWAVE

ESTIMATE FOR: MAY	2005	\$265.16	
ADJUSTMENT FOR: MARCH	2005	\$207.18-	
TOTAL			\$57.98

500 KV LINE

ESTIMATE FOR: MAY	2005	\$75.49	
ADJUSTMENT FOR: MARCH	2005	\$75.49-	
TOTAL			

INTEREST INCOME ON ITCC AMT.-DEC 04 TO APR 05	\$9,565.65-	\$9,565.65-
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TOTAL AMOUNT DUE

\$9,775.65

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0505-0051
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 05/20/05
DATE DUE: 06/14/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

ok by the
GBPP
Hassayampa
Switchyard

RECEIVED

MAY 25 2005

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,636.91
DUE DATE: 06/14/05
INVOICE DATE: 05/20/05
INVOICE NBR: 0543-0505-0044
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: MAY 2005 (1/13 TH) \$1,844.93

ADJUSTMENT FOR: MARCH 2005 (1/13 TH) \$208.02-

TOTAL

\$1,636.91

TOTAL AMOUNT DUE

\$1,636.91

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0505-0044
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 05/20/05
DATE DUE: 06/14/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

G-BPP

okay the
Palo Verde
Switchyard

RECEIVED

JUN 20 2005

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$4,511.48
DUE DATE: 07/12/05
INVOICE DATE: 06/17/05
INVOICE NBR: 0543-0605-1044
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: JUNE 2005 (1/13 TH)	\$1,844.93
ADJUSTMENT FOR: APRIL 2005 (1/13 TH)	\$195.01
2004 DIRECT LABOR LOAD ADJUSTMENT	\$2,471.54
TOTAL	\$4,511.48

TOTAL AMOUNT DUE

\$4,511.48

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

ok by Hc
LBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0605-1044
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/17/05
DATE DUE: 07/12/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To Bureau 6/27

RECEIVED
AUG - 1 2005
SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$8,864.57
DUE DATE: 08/22/05
INVOICE DATE: 07/28/05
INVOICE NBR: 1146-0705-2612
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: AUGUST	2005	\$15,631.99	
ADJUSTMENT FOR: JUNE	2005	\$1,649.85-	
TOTAL			\$13,982.14

MICROWAVE

ESTIMATE FOR: AUGUST	2005	\$265.16	
ADJUSTMENT FOR: JUNE	2005	\$303.91	
TOTAL			\$569.07

500 KV LINE

ESTIMATE FOR: AUGUST	2005	\$75.49	
ADJUSTMENT FOR: JUNE	2005	\$75.49-	
TOTAL			

INTEREST INCOME ON ITCC AMT. - MAY & JUNE 2005	\$5,686.64-	\$5,686.64-
--	-------------	-------------

TOTAL AMOUNT DUE

\$8,864.57

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0705-2612
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/28/05
DATE DUE: 08/22/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

RECEIVED

AUG - 1 2005

SC - LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,547.80
DUE DATE: 08/22/05
INVOICE DATE: 07/28/05
INVOICE NBR: 0543-0705-2599
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: AUGUST 2005 (1/13 TH) \$1,844.93
ADJUSTMENT FOR: JUNE 2005 (1/13 TH) \$297.13-

TOTAL

\$1,547.80

TOTAL AMOUNT DUE

\$1,547.80

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

OKing Hk
GP PP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0705-2599
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/28/05
DATE DUE: 08/22/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,074.77
DUE DATE: 08/05/05
INVOICE DATE: 07/12/05
INVOICE NBR: 0543-0705-1907
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: JULY	2005 (1/13 TH)	\$1,844.93
ADJUSTMENT FOR: MAY	2005 (1/13 TH)	\$126.39-
2004 INDIRECT LABOR LOAD ADJUSTMENT		\$356.23
TOTAL		\$2,074.77

TOTAL AMOUNT DUE

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

\$2,074.77

ok my HLR
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0705-1907
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/12/05
DATE DUE: 08/05/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

TB 7/19

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$23,555.89
DUE DATE: 08/05/05
INVOICE DATE: 07/12/05
INVOICE NBR: 1146-0705-1934
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JULY	2005	\$15,631.99	
ADJUSTMENT FOR: MAY	2005	\$2,703.25	
TOTAL			\$18,335.24

MICROWAVE

ESTIMATE FOR: JULY	2005	\$265.16	
ADJUSTMENT FOR: MAY	2005	\$1,392.20	
TOTAL			\$1,657.36

500 KV LINE

ESTIMATE FOR: JULY	2005	\$75.49	
ADJUSTMENT FOR: MAY	2005	\$75.49-	
TOTAL			

2004 INDIRECT LABOR LOAD ADJUSTMENT

\$3,563.29	\$3,563.29
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TOTAL AMOUNT DUE

\$23,555.89

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0705-1934
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/12/05
DATE DUE: 08/05/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

TB 7/19

RECEIVED

SEP 26 2005

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,229.38
DUE DATE: 10/17/05
INVOICE DATE: 09/21/05
INVOICE NBR: 0543-0905-4615
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: OCTOBER 2005 (1/13 TH) \$1,844.93

ADJUSTMENT FOR: AUGUST 2005 (1/13 TH) \$384.45

TOTAL

\$2,229.38

TOTAL AMOUNT DUE

\$2,229.38

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

ohay HK

GB PP

Palo Verde Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0905-4615
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 09/21/05
DATE DUE: 10/17/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To B 9/24

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$93,831.30
DUE DATE: 10/17/05
INVOICE DATE: 09/21/05
INVOICE NBR: 1146-0905-4627
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: OCTOBER	2005	\$94,800.24	
ADJUSTMENT FOR: AUGUST	2005	\$2,148.30-	
TOTAL			\$92,651.94

MICROWAVE

ESTIMATE FOR: OCTOBER	2005	\$265.16	
ADJUSTMENT FOR: AUGUST	2005	\$914.20	
TOTAL			\$1,179.36

500 KV LINE

ESTIMATE FOR: OCTOBER	2005	\$75.49	
ADJUSTMENT FOR: AUGUST	2005	\$75.49-	
TOTAL			

TOTAL AMOUNT DUE

\$93,831.30

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0905-4627
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 09/21/05
DATE DUE: 10/17/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$9,697.05
DUE DATE: 09/19/05
INVOICE DATE: 08/26/05
INVOICE NBR: 1146-0805-3598
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: SEPTEMBER 2005	\$15,631.99	
ADJUSTMENT FOR: JULY 2005	\$6,177.69-	
TOTAL		\$9,454.30

MICROWAVE

ESTIMATE FOR: SEPTEMBER 2005	\$265.16	
ADJUSTMENT FOR: JULY 2005	\$22.41-	
TOTAL		\$242.75

500 KV LINE

ESTIMATE FOR: SEPTEMBER 2005	\$75.49	
ADJUSTMENT FOR: JULY 2005	\$75.49-	
TOTAL		

TOTAL AMOUNT DUE

\$9,697.05

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

okay the

G-BPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0805-3598
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/26/05
DATE DUE: 09/19/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

to B 8/31

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,225.98
DUE DATE: 09/19/05
INVOICE DATE: 08/26/05
INVOICE NBR: 0543-0805-3592
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: SEPTEMBER 2005 (1/13 TH) \$1,844.93

ADJUSTMENT FOR: JULY 2005 (1/13 TH) \$381.05

TOTAL

\$2,225.98

TOTAL AMOUNT DUE

\$2,225.98

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

okay HK
GBAP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0805-3592
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/26/05
DATE DUE: 09/19/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$683.58
DUE DATE: 09/19/05
INVOICE DATE: 08/26/05
INVOICE NBR: 0543-0805-3617
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COCTS FOR:

JUNE	2005	\$359.57
JULY	2005	\$324.01

TOTAL \$683.58

TOTAL AMOUNT DUE

\$683.58

PREPARED BY: MIKE PENIC
(602) 236-5069

okay WLC

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0805-3617
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/26/05
DATE DUE: 09/19/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,742.55
DUE DATE: 11/23/05
INVOICE DATE: 10/28/05
INVOICE NBR: 1146-1005-6115
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: NOVEMBER 2005	\$15,631.99	
ADJUSTMENT FOR: SEPTEMBER 2005	\$2,513.32-	
TOTAL		\$13,118.67

MICROWAVE

ESTIMATE FOR: NOVEMBER 2005	\$265.16	
ADJUSTMENT FOR: SEPTEMBER 2005	\$1,195.36-	
TOTAL		\$930.20-

500 KV LINE

ESTIMATE FOR: NOVEMBER 2005	\$75.49	
ADJUSTMENT FOR: SEPTEMBER 2005	\$75.49-	
TOTAL		

INTEREST INCOME ON ITCC AMT.- JUL TO SEP 2005	\$10,445.92-	\$10,445.92-
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TOTAL AMOUNT DUE

\$1,742.55

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-1005-6115
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 10/28/05
DATE DUE: 11/23/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

along with
GBPP

RECEIVED

OCT 31 2005

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,037.95
DUE DATE: 11/23/05
INVOICE DATE: 10/28/05
INVOICE NBR: 0543-1005-6108
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: NOVEMBER 2005 (1/13 TH) \$1,844.93

ADJUSTMENT FOR: SEPTEMBER 2005 (1/13 TH) \$193.02

TOTAL

\$2,037.95

TOTAL AMOUNT DUE

\$2,037.95

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

Kay Hu
GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1005-6108
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 10/28/05
DATE DUE: 11/23/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

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GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,104.91
DUE DATE: 12/28/05
INVOICE DATE: 12/05/05
INVOICE NBR: 0543-1205-7499
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: DECEMBER 2005 (1/13 TH) \$1,844.93

ADJUSTMENT FOR: OCTOBER 2005 (1/13 TH) \$259.98

TOTAL

\$2,104.91

TOTAL AMOUNT DUE

\$2,104.91

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

Gray HL

GBAP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1205-7499
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 12/05/05
DATE DUE: 12/28/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To B 12/19

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$13,072.02
DUE DATE: 12/28/05
INVOICE DATE: 12/05/05
INVOICE NBR: 1146-1205-7505
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

RECEIVED
DEC - 9 2005
SC - LEGAL

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: DECEMBER 2005	\$15,631.99	
ADJUSTMENT FOR: OCTOBER 2005	\$3,103.10-	
TOTAL		\$12,528.89

MICROWAVE

ESTIMATE FOR: DECEMBER 2005	\$265.16	
ADJUSTMENT FOR: OCTOBER 2005	\$277.97	
TOTAL		\$543.13

500 KV LINE

ESTIMATE FOR: DECEMBER 2005	\$75.49	
ADJUSTMENT FOR: OCTOBER 2005	\$75.49-	
TOTAL		

TOTAL AMOUNT DUE

\$13,072.02

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-1205-7505
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 12/05/05
DATE DUE: 12/28/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

okay HK
GBPP
To B 12/9

RECEIVED

JAN 13 2006

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$18,561.35
DUE DATE: 01/31/06
INVOICE DATE: 01/09/06
INVOICE NBR: 1146-0106-8935
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JANUARY 2006	\$17,964.20	
ADJUSTMENT FOR: NOVEMBER 2005	\$451.89	
TOTAL		\$18,416.09

MICROWAVE

ESTIMATE FOR: JANUARY 2006	\$343.17	
ADJUSTMENT FOR: NOVEMBER 2005	\$197.91-	
TOTAL		\$145.26

500 KV LINE

ESTIMATE FOR: JANUARY 2006	\$79.49	
ADJUSTMENT FOR: NOVEMBER 2005	\$79.49-	
TOTAL		

TOTAL AMOUNT DUE

\$18,561.35

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0106-8935
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/09/06
DATE DUE: 01/31/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To B 1/17

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JAN 13 2006

SC - L

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,446.41
DUE DATE: 01/31/06
INVOICE DATE: 01/09/06
INVOICE NBR: 0543-0106-8929
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: JANUARY 2006 (1/13 TH) \$2,316.72

ADJUSTMENT FOR: NOVEMBER 2005 (1/13 TH) \$129.69

TOTAL

\$2,446.41

TOTAL AMOUNT DUE

\$2,446.41

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

OKing HK

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0106-8929
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 01/09/06
DATE DUE: 01/31/06

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

TO B 1/17

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$18,837.12
DUE DATE: 06/17/05
INVOICE DATE: 05/24/05
INVOICE NBR: 0543-0505-0172
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 7

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

O&M COST ACCUMULATION / STUDIES FOR THE ANPP
AND HASSAYAMPA SWITCHYARDS.
REFERENCE: JOBS ACS-1-1 & -2

COSTS FOR JULY THROUGH DECEMBER 2004 \$6,909.65

COSTS FOR JANUARY THROUGH APRIL 2005 \$11,927.47

TOTAL INVOICE

\$18,837.12

TOTAL AMOUNT DUE

\$18,837.12

PREPARED BY: MIKE PENIC
(602) 236-5069

okay *pk*

GBPP

Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0505-0172
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 05/24/05
DATE DUE: 06/17/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

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JUN 20 2005

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$42,340.63
DUE DATE: 07/12/05
INVOICE DATE: 06/17/05
INVOICE NBR: 1146-0605-1050
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JUNE	2005	\$15,631.99	
ADJUSTMENT FOR: APRIL	2005	\$7,289.77	
TOTAL			\$22,921.76

MICROWAVE

ESTIMATE FOR: JUNE	2005	\$265.16	
ADJUSTMENT FOR: APRIL	2005	\$116.18-	
TOTAL			\$148.98

500 KV LINE

ESTIMATE FOR: JUNE	2005	\$75.49	
ADJUSTMENT FOR: APRIL	2005	\$75.49-	
TOTAL			

2004 DIRECT LABOR LOAD ADJUSTMENT	\$19,269.89	\$19,269.89
-----------------------------------	-------------	-------------

TOTAL AMOUNT DUE

\$42,340.63

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0605-1050
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/17/05
DATE DUE: 07/12/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To Beanie 6/27

RECEIVED

JUN 27 2005

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,512.88
DUE DATE: 07/15/05
INVOICE DATE: 06/22/05
INVOICE NBR: 0543-0605-1192
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

*Pal Verde
Switchyard*

COCTS FOR:

APRIL	2005	\$693.86
MAY	2005	\$819.02

TOTAL

\$1,512.88

TOTAL AMOUNT DUE

\$1,512.88

PREPARED BY: MIKE PENIC
(602) 236-5069

OK HK

GBPP

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0605-1192
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/22/05
DATE DUE: 07/15/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

To Bureau 6/28

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,970.70
DUE DATE: 05/20/05
INVOICE DATE: 04/26/05
INVOICE NBR: 0543-0405-8978
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

RECEIVED
MAY - 2 2005
SC - LEGAL

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COCTS FOR:

DECEMBER	2004	\$606.29
JANUARY	2005	\$1,076.01
FEBRUARY	2005	\$287.41
MARCH	2005	\$.99
TOTAL		

\$1,970.70

TOTAL AMOUNT DUE

\$1,970.70

PREPARED BY: MIKE PENIC
(602) 236-5069

/
okay hka

GBPP
Palo Verde
Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0405-8978
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 04/26/05
DATE DUE: 05/20/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

5/5/05

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MAR 23 2005

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$33,842.13
DUE DATE: 04/11/05
INVOICE DATE: 03/18/05
INVOICE NBR: 1146-0305-7523
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: MARCH	2005	\$15,631.99	
ADJUSTMENT FOR: JANUARY	2005	\$2,004.40	
TOTAL			\$17,636.39

MICROWAVE

ESTIMATE FOR: MARCH	2005	\$265.16	
ADJUSTMENT FOR: JANUARY	2005	\$44.33	
TOTAL			\$309.49

500 KV LINE

ESTIMATE FOR: MARCH	2005	\$73.99	
ADJUSTMENT FOR: JANUARY	2005	\$73.99	

LABOR LOAD ADJ

2002 DIRECT LABOR LD		\$13,693.41	
2002 INDIRECT LABOR LD		\$2,202.84	\$15,896.25

TOTAL AMOUNT DUE

\$33,842.13

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0305-7523
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/18/05
DATE DUE: 04/11/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

3-24-05

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MAR 23 2005

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$3,379.44
DUE DATE: 04/11/05
INVOICE DATE: 03/18/05
INVOICE NBR: 0543-0305-7517
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: MARCH 2005 (1/13 TH) \$1,844.93

ADJUSTMENT FOR: JANUARY 2005 (1/13 TH) \$80.27-

2002 DIRECT LABOR LOAD ADJ \$1,368.44
2002 INDIRECT LABOR LOAD ADJ \$246.34

TOTAL \$3,379.44

TOTAL AMOUNT DUE

\$3,379.44

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0305-7517
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 03/18/05
DATE DUE: 04/11/05

clerk for
GBPP
Palo Verde
Switch
main

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

2-24-05

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FEB 17 2005

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,836.27
DUE DATE: 03/09/05
INVOICE DATE: 02/14/05
INVOICE NBR: 0543-0205-6375
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: FEBRUARY 2005 (1/13 TH)	\$1,844.93
ADJUSTMENT FOR: DECEMBER 2004 (1/13 TH)	\$71.46
A&G CREDIT - 1997 TO 2002 PER NGS A&G AUDIT	\$80.12-
TOTAL	\$1,836.27

TOTAL AMOUNT DUE

\$1,836.27

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

1
sky H

G-BPP
Palo Verde Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0205-6375
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 02/14/05
DATE DUE: 03/09/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED

FEB 17 2005

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$23,574.39
DUE DATE: 03/09/05
INVOICE DATE: 02/14/05
INVOICE NBR: 1146-0205-6381
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: FEBRUARY 2005	\$15,631.99	
ADJUSTMENT FOR: DECEMBER 2004	\$7,903.09	
TOTAL		\$23,535.08

MICROWAVE

ESTIMATE FOR: FEBRUARY 2005	\$265.16	
ADJUSTMENT FOR: DECEMBER 2004	\$63.79	
TOTAL		\$328.95

500 KV LINE

ESTIMATE FOR: FEBRUARY 2005	\$73.99	
ADJUSTMENT FOR: DECEMBER 2004	\$73.99-	

LABOR LOAD ADJ

1999 TO 2001 DIRECT LABOR LD	\$34.14-	
2001 INDIRECT LABOR LD RELATED TO CONSTR.	\$5,233.85	\$5,199.71

A&G CREDIT - 1997 TO 2002 PER NGS A&G AUDIT		\$5,489.35-
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- CONTINUED -

2-23-05

*** INVOICE ***

CUSTOMER ACCT: 0261700-001 GILA BEND POWER PARTNERS PAGE 2

INVOICE NO: 1146-0205-6381
DATE DUE: 03/09/05
INVOICE DATE: 02/14/05

=====

TOTAL AMOUNT DUE

\$23,574.39

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

/
Olav Hu
Hassayampa
Smithland

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0205-6381
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 02/14/05
DATE DUE: 03/09/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED
JAN 04 2005
SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,671.54
DUE DATE: 01/24/05
INVOICE DATE: 12/30/04
INVOICE NBR: 0543-1204-4820
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: JANUARY 2005 (1/13 TH) \$1,844.93

ADJUSTMENT FOR: NOVEMBER 2004 (1/13 TH) \$173.39-

TOTAL \$1,671.54

TOTAL AMOUNT DUE

\$1,671.54

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1204-4820
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 12/30/04
DATE DUE: 01/24/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

Okay to
APP.
Palo Verde
Switchyard

1-4-05 BR

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,562.15
DUE DATE: 01/24/05
INVOICE DATE: 12/30/04
INVOICE NBR: 0543-1204-4795
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR NOVEMBER 2004

\$1,562.15

TOTAL AMOUNT DUE

\$1,562.15

PREPARED BY: MIKE PENIC
(602) 236-5069

*okay to
GBPP
Palo Verde Switchyard*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1204-4795
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 12/30/04
DATE DUE: 01/24/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

BR on 1-4-05

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JAN 04 2005

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SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$17,823.72
DUE DATE: 01/24/05
INVOICE DATE: 12/30/04
INVOICE NBR: 1146-1204-4848
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JANUARY 2005	\$15,631.99	
ADJUSTMENT FOR: NOVEMBER 2004	\$5,581.60	
TOTAL		\$21,213.59

MICROWAVE

ESTIMATE FOR: JANUARY 2005	\$265.16	
ADJUSTMENT FOR: NOVEMBER 2004	\$41.02	
TOTAL		\$306.18

500 KV LINE

ESTIMATE FOR: JANUARY 2005	\$73.99	
ADJUSTMENT FOR: NOVEMBER 2004	\$73.99-	
TOTAL		

INTEREST INCOME ON ITCC AMT. -JUL TO NOV 2004	\$3,696.05-	\$3,696.05-
---	-------------	-------------

TOTAL AMOUNT DUE

\$17,823.72

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-1204-4848
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 12/30/04
DATE DUE: 01/24/05

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RR on 1-4-05

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,348.70
DUE DATE: 12/14/04
INVOICE DATE: 11/19/04
INVOICE NBR: 0543-1104-3674
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR OCTOBER 2004

\$1,348.70

TOTAL AMOUNT DUE

\$1,348.70

PREPARED BY: MIKE PENIC
(602) 236-5069

GBPP

1 day #1
Capital improvement
Palo Verde
Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1104-3674
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 11/19/04
DATE DUE: 12/14/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,896.64
DUE DATE: 12/14/04
INVOICE DATE: 11/19/04
INVOICE NBR: 0543-1104-3635
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: DECEMBER 2004 (1/13 TH) \$1,777.22

ADJUSTMENT FOR: OCTOBER 2004 (1/13 TH) \$119.42

TOTAL \$1,896.64

TOTAL AMOUNT DUE

\$1,896.64

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1104-3635
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 11/19/04
DATE DUE: 12/14/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

BR on 12/2/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$10,907.18
DUE DATE: 12/14/04
INVOICE DATE: 11/19/04
INVOICE NBR: 1146-1104-3643
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

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NOV 29 2004
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TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: DECEMBER	2004	\$13,671.28	
ADJUSTMENT FOR: OCTOBER	2004	\$2,955.88-	
TOTAL			\$10,715.40

MICROWAVE

ESTIMATE FOR: DECEMBER	2004	\$200.33	
ADJUSTMENT FOR: OCTOBER	2004	\$8.55-	
TOTAL			\$191.78

500 KV LINE

ESTIMATE FOR: DECEMBER	2004	\$73.99	
ADJUSTMENT FOR: OCTOBER	2004	\$73.99-	
TOTAL			

TOTAL AMOUNT DUE

\$10,907.18

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-1104-3643
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 11/19/04
DATE DUE: 12/14/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

Okay
GBPP Hassayampa Switchyard

BR 12/2/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,792.08
DUE DATE: 11/15/04
INVOICE DATE: 10/25/04
INVOICE NBR: 0543-1004-2691
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: NOVEMBER 2004 (1/13 TH) \$1,777.22

ADJUSTMENT FOR: SEPTEMBER 2004 (1/13 TH) \$14.86

TOTAL \$1,792.08

TOTAL AMOUNT DUE

\$1,792.08

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1004-2691
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 10/25/04
DATE DUE: 11/15/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

GBRD
okay the
operating cost
at Palo Verde
switchyard

BR 11/22/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$15,796.12
DUE DATE: 11/15/04
INVOICE DATE: 10/25/04
INVOICE NBR: 1146-1004-2697
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: NOVEMBER 2004	\$13,671.28	
ADJUSTMENT FOR: SEPTEMBER 2004	\$1,801.86	
TOTAL		\$15,473.14

MICROWAVE

ESTIMATE FOR: NOVEMBER 2004	\$200.33	
ADJUSTMENT FOR: SEPTEMBER 2004	\$122.65	
TOTAL		\$322.98

500 KV LINE

ESTIMATE FOR: NOVEMBER 2004	\$73.99	
ADJUSTMENT FOR: SEPTEMBER 2004	\$73.99-	
TOTAL		

TOTAL AMOUNT DUE

\$15,796.12

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-1004-2697
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 10/25/04
DATE DUE: 11/15/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

11/22/04 BR

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$811.87
DUE DATE: 11/15/04
INVOICE DATE: 10/25/04
INVOICE NBR: 0543-1004-2730
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR SEPTEMBER 2004

\$811.87

TOTAL AMOUNT DUE

\$811.87

PREPARED BY: MIKE PENIC
(602) 236-5069

*GBRP okay the
capital improvement
at Palo Verde
switchyard*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-1004-2730
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 10/25/04
DATE DUE: 11/15/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

BR on 11/22/04

RECEIVED

SEP 27 2004

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$645.15
DUE DATE: 10/15/04
INVOICE DATE: 09/24/04
INVOICE NBR: 0543-0904-1661
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR AUGUST 2004

\$645.15

TOTAL AMOUNT DUE

\$645.15

PREPARED BY: MIKE PENIC
(602) 236-5069

OK
Capital expenses
Palto Verde
Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0904-1661
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 09/24/04
DATE DUE: 10/15/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED
SEP 27 2004
SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS	INVOICE AMOUNT:	\$2,510.97
ATTN: MS. HEATHER KREAGER	DUE DATE:	10/15/04
5949 SHERRY LN #1900	INVOICE DATE:	09/24/04
DALLAS TX 75225	INVOICE NBR:	0543-0904-1617
	CUSTOMER ACCT:	0261700-001
	ACCOUNTING:	05-100-82410-172
	DEPT. ID.:	JO100
	REFERENCE:	3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: OCTOBER 2004 (1/13 TH) \$1,777.22

ADJUSTMENT FOR: AUGUST 2004 (1/13 TH) \$733.75

TOTAL \$2,510.97

TOTAL AMOUNT DUE

\$2,510.97

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0904-1617
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 09/24/04
DATE DUE: 10/15/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

Key to
GBPP
Palo Verde
Switchyard

RECEIVED

SEP 27 2004

SC - LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$89,756.06
DUE DATE: 10/15/04
INVOICE DATE: 09/24/04
INVOICE NBR: 1146-0904-1629
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: OCTOBER	2004	\$80,339.28	
ADJUSTMENT FOR: AUGUST	2004	\$8,463.28	
TOTAL			\$88,802.56

MICROWAVE

ESTIMATE FOR: OCTOBER	2004	\$200.33	
ADJUSTMENT FOR: AUGUST	2004	\$753.17	
TOTAL			\$953.50

500 KV LINE

ESTIMATE FOR: OCTOBER	2004	\$73.99	
ADJUSTMENT FOR: AUGUST	2004	\$73.99	
TOTAL			

TOTAL AMOUNT DUE

\$89,756.06

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0904-1629
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 09/24/04
DATE DUE: 10/15/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

Clay for
Hassayampa Switchyard

included
one portion
of invoice
previous

RECEIVED

AUG 30 2004

SC -LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$11,470.21
DUE DATE: 09/17/04
INVOICE DATE: 08/26/04
INVOICE NBR: 1146-0804-0667
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: SEPTEMBER	2004	\$13,671.28	
ADJUSTMENT FOR: JULY	2004	\$2,406.71-	
TOTAL			\$11,264.57

MICROWAVE

ESTIMATE FOR: SEPTEMBER	2004	\$200.33	
ADJUSTMENT FOR: JULY	2004	\$5.31	
TOTAL			\$205.64

500 KV LINE

ESTIMATE FOR: SEPTEMBER	2004	\$73.99	
ADJUSTMENT FOR: JULY	2004	\$73.99-	
TOTAL			

TOTAL AMOUNT DUE

\$11,470.21

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0804-0667
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/26/04
DATE DUE: 09/17/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

*okay to
GBPP Hassayampa
Switchyard*

RECEIVED

SALT RIVER PROJECT

AUG 30 2004

*** ORIGINAL ***

INVOICE

SC -LEGAL

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,684.96
DUE DATE: 09/17/04
INVOICE DATE: 08/26/04
INVOICE NBR: 0543-0804-0657
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: SEPTEMBER 2004 (1/13 TH) \$1,777.22

ADJUSTMENT FOR: JULY 2004 (1/13 TH) \$907.74

TOTAL \$2,684.96

TOTAL AMOUNT DUE

\$2,684.96

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0804-0657
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/26/04
DATE DUE: 09/17/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

okay H
GBPP
Palo Verde Switchyard
Interconnect

RECEIVED

SALT RIVER PROJECT

AUG 30 2004

*** ORIGINAL ***

SC -LEGAL

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$647.55
DUE DATE: 09/17/04
INVOICE DATE: 08/26/04
INVOICE NBR: 0543-0804-0693
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR JULY 2004

\$647.55

TOTAL AMOUNT DUE

\$647.55

PREPARED BY: MIKE PENIC
(602) 236-5069

Chay H
GBPP
Hassayampa
Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0804-0693
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/26/04
DATE DUE: 09/17/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED

SALT RIVER PROJECT

*** ORIGINAL ***

AUG 16 2004

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

SC -LEGAL

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$17,469.53
DUE DATE: 09/03/04
INVOICE DATE: 08/11/04
INVOICE NBR: 0543-0804-0190
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 7

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

O&M COST ACCUMULATION / STUDIES FOR THE ANPP
AND HASSAYAMPA SWITCHYARDS.
REFERENCE: JOBS ACS-1-1 & -2

COSTS FOR JANUARY THROUGH JUNE 2004

\$17,469.53

TOTAL AMOUNT DUE

\$17,469.53

PREPARED BY: MIKE PENIC
(602) 236-5069

okay the
GBPP
Hassayampa
Switchyard

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0804-0190
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 08/11/04
DATE DUE: 09/03/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

NR on 8/19/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,744.23
DUE DATE: 08/23/04
INVOICE DATE: 07/30/04
INVOICE NBR: 0543-0704-9786
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: AUGUST 2004 (1/13 TH) \$1,777.22
ADJUSTMENT FOR: JUNE 2004 (1/13 TH) \$32.99-

TOTAL \$1,744.23

TOTAL AMOUNT DUE

\$1,744.23

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

*day after
GBPP
Palo Verde
submitted*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0704-9786
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/30/04
DATE DUE: 08/23/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$19,192.45
DUE DATE: 08/23/04
INVOICE DATE: 07/30/04
INVOICE NBR: 1146-0704-9792
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: AUGUST	2004	\$13,671.28	
ADJUSTMENT FOR: JUNE	2004	\$4,133.72	
TOTAL			\$17,805.00

MICROWAVE

ESTIMATE FOR: AUGUST	2004	\$200.33	
ADJUSTMENT FOR: JUNE	2004	\$1,187.12	
TOTAL			\$1,387.45

500 KV LINE

ESTIMATE FOR: AUGUST	2004	\$73.99	
ADJUSTMENT FOR: JUNE	2004	\$73.99-	
TOTAL			

TOTAL AMOUNT DUE

\$19,192.45

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0704-9792
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/30/04
DATE DUE: 08/23/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

*Along the
GOSP
Hassayampa
switch*

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$484.15
DUE DATE: 08/23/04
INVOICE DATE: 07/30/04
INVOICE NBR: 0543-0704-9807
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR MAY	2004	\$189.64
COSTS FOR JUNE	2004	\$294.51
TOTAL		\$484.15

NOTE: MAY 2004 COSTS INCLUDE 2003 INDIRECT
LABOR LOAD ADJUSTMENTS PER SCHEDULES
ATTACHED.

TOTAL AMOUNT DUE

\$484.15

PREPARED BY: MIKE PENIC
(602) 236-5069

*Long H.
GBPP
Palmer
Smith*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0704-9807
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/30/04
DATE DUE: 08/23/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$903.45
DUE DATE: 08/23/04
INVOICE DATE: 07/30/04
INVOICE NBR: 1146-0704-9812
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENT COSTS FOR THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD:

COSTS FOR: JANUARY	2004	\$134.93
FEBRUARY	2004	\$6.13
MARCH	2004	\$26.56
APRIL	2004	
MAY	2004	\$2,193.97
JUNE	2004	\$1,458.14-

TOTAL

\$903.45

TOTAL AMOUNT DUE

\$903.45

PREPARED BY: MIKE PENIC
(602) 236-5069

*day for
GBPP
Hassayampa switch*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0704-9812
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 07/30/04
DATE DUE: 08/23/04

WIRE TRANSFER- INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED

SALT RIVER PROJECT

JUL 6 - 2004

*** ORIGINAL ***

INVOICE

SC -LEGAL

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$21,619.43
DUE DATE: 07/22/04
INVOICE DATE: 06/30/04
INVOICE NBR: 1146-0604-8874
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JULY	2004	\$13,671.28	
ADJUSTMENT FOR: MAY	2004	\$4,421.90	
TOTAL			\$18,093.18

MICROWAVE

ESTIMATE FOR: JULY	2004	\$200.33	
ADJUSTMENT FOR: MAY	2004	\$1,003.85	
TOTAL			\$1,204.18

500 KV LINE

ESTIMATE FOR: JULY	2004	\$73.99	
ADJUSTMENT FOR: MAY	2004	\$73.99-	
TOTAL			

2003 INDIRECT LABOR LOAD ADJ.	\$2,548.78	\$2,548.78
2003 INVOICE LATE PAYMENTS-PENALTY /CREDIT	\$226.71-	\$226.71-

TOTAL AMOUNT DUE

\$21,619.43

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0604-8874
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/30/04
DATE DUE: 07/22/04

WIRE TRANSFER- INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

*ok on 6/6
GBPP
Hassayampa
Switchyard*

NR on 7/7/04

RECEIVED

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

JUL 6 - 2004

SC -LEGAL

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$2,338.39
DUE DATE: 07/22/04
INVOICE DATE: 06/30/04
INVOICE NBR: 0543-0604-8868
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: JULY	2004 (1/13 TH)	\$1,777.22
ADJUSTMENT FOR: MAY	2004 (1/13 TH)	\$307.77
2003 INDIRECT LABOR LOAD ADJ.		\$246.98
2003 INVOICE LATE PAYMENTS-PENALTY / CREDIT		\$6.42
TOTAL		\$2,338.39

TOTAL AMOUNT DUE

\$2,338.39

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0604-8868
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 06/30/04
DATE DUE: 07/22/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

day 66
GOBP
Hassayampa
Switchyard

NR on 7/7/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$647.84
DUE DATE: 06/21/04
INVOICE DATE: 05/28/04
INVOICE NBR: 0543-0504-7902
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR APRIL 2004 \$647.84

NOTE: COSTS INCLUDE 2003 DIRECT LABOR LOAD
ADJUSTMENTS PER ATTACHED SCHEDULES

TOTAL AMOUNT DUE \$647.84

PREPARED BY: MIKE PENIC
(602) 236-5069

*O/kay the
GBPP
Pals/Verdi
Switchyard*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0504-7902
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 05/28/04
DATE DUE: 06/21/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

NR on 6/9/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$32,873.40
DUE DATE: 06/21/04
INVOICE DATE: 05/28/04
INVOICE NBR: 1146-0504-7916
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: JUNE	2004	\$13,671.28	
ADJUSTMENT FOR: APRIL	2004	\$2,836.40	
TOTAL			\$16,507.68

MICROWAVE

ESTIMATE FOR: JUNE	2004	\$200.33	
ADJUSTMENT FOR: APRIL	2004	\$303.52	
TOTAL			\$503.85

500 KV LINE

ESTIMATE FOR: JUNE	2004	\$73.99	
ADJUSTMENT FOR: APRIL	2004	\$73.99-	
TOTAL			

2003 DIRECT LABOR LOAD ADJ.

\$15,861.87	\$15,861.87
-------------	-------------

TOTAL AMOUNT DUE \$32,873.40

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0504-7916
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 05/28/04
DATE DUE: 06/21/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

NR on 6/9/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$3,508.89
DUE DATE: 06/21/04
INVOICE DATE: 05/28/04
INVOICE NBR: 0543-0504-7875
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: JUNE	2004 (1/13 TH)	\$1,777.22
ADJUSTMENT FOR: APRIL	2004 (1/13 TH)	\$212.14
2003 DIRECT LABOR LOAD ADJ.		\$1,519.53
TOTAL		\$3,508.89

TOTAL AMOUNT DUE \$3,508.89

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0504-7875
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 05/28/04
DATE DUE: 06/21/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

*Key to
GPP Palo Verde
Sensitivity*

NR on 6/9/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

HASSAYAMPA SWYRD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$21,728.31
DUE DATE: 05/21/04
INVOICE DATE: 04/30/04
INVOICE NBR: 1146-0404-6866
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 11-100-82410-102
DEPT. ID.: JO100
REFERENCE: 1

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS & MAINTENANCE EXPENSES ON THE
HASSAYAMPA HIGH VOLTAGE SWITCHYARD

SWITCHYARD

ESTIMATE FOR: MAY	2004	\$13,671.28	
ADJUSTMENT FOR: MARCH	2004	\$7,888.41	
TOTAL			\$21,559.69

MICROWAVE

ESTIMATE FOR: MAY	2004	\$200.33	
ADJUSTMENT FOR: MARCH	2004	\$31.71-	
TOTAL			\$168.62

500 KV LINE

ESTIMATE FOR: MAY	2004	\$73.99	
ADJUSTMENT FOR: MARCH	2004	\$73.99-	
TOTAL			

TOTAL AMOUNT DUE

\$21,728.31

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 1146-0404-6866
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 04/30/04
DATE DUE: 05/21/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED

MAY 4 - 2004

SC -LEGAL

Bina on 5/10/04

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,007.63
DUE DATE: 05/21/04
INVOICE DATE: 04/30/04
INVOICE NBR: 0543-0404-6886
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 5

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

CAPITAL IMPROVEMENTS FOR THE ANPP
HIGH VOLTAGE SWITCHYARD FOR:

COSTS FOR FEBRUARY	2004	\$157.54
COSTS FOR MARCH	2004	\$850.09
TOTAL		\$1,007.63

TOTAL AMOUNT DUE

\$1,007.63

PREPARED BY: MIKE PENIC
(602) 236-5069

*okay Hw
GBPP
Palo Verde
Switchyard*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0404-6886
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 04/30/04
DATE DUE: 05/21/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED

MAY 4 - 2004

SC -LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP SWITCHYARD-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$1,757.00
DUE DATE: 05/21/04
INVOICE DATE: 04/30/04
INVOICE NBR: 0543-0404-6858
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82410-172
DEPT. ID.: JO100
REFERENCE: 3

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

OPERATIONS AND MAINTENANCE EXPENSES
ON THE PALO VERDE SWYD HASSAYAMPA
INTERCONNECTION -

ESTIMATE FOR: MAY	2004 (1/13 TH)	\$1,777.22	
ADJUSTMENT FOR: MARCH	2004 (1/13 TH)	\$20.22-	
TOTAL			\$1,757.00

TOTAL AMOUNT DUE

\$1,757.00

PREPARED BY: MIKE PENIC
PHONE (602) 236-5069

*okay Mr
GBPP
Palo Verde
Switchyard*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 AGENT
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0543-0404-6858
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 04/30/04
DATE DUE: 05/21/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

RECEIVED

MAY 4 - 2004

SC -LEGAL

SALT RIVER PROJECT

*** ORIGINAL ***

INVOICE

ANPP HASSAYAMPA-SRP OPERATING AGENT

GILA BEND POWER PARTNERS
ATTN: MS. HEATHER KREAGER
5949 SHERRY LN #1900
DALLAS TX 75225

INVOICE AMOUNT: \$9,974.83
DUE DATE: 04/23/04
INVOICE DATE: 04/02/04
INVOICE NBR: 0545-0404-5843
CUSTOMER ACCT: 0261700-001
ACCOUNTING: 05-100-82450-505
DEPT. ID.: JO100

TO ASSURE PROPER CREDIT PLEASE DETACH AND RETURN UPPER PORTION WITH PAYMENT.

SRP JOB ORDER: AH1-10999-998

HASSAYAMPA SWITCHYARD PROJECT
COMMON FACILITIES
OCTOBER 2003 TO JANUARY 2004 ACTUALS
FEB 2004 AND MAR 2004 ESTIMATES
PROJECT
ITCC

\$8,050.06
\$1,924.77

INVOICE REQUEST IS IN ACCORDANCE WITH THE
EXECUTED FUNDING AGREEMENT FOR THE
DEVELOPMENT OF THE SATELLITE SWITCHYARD TO
THE ANPP HIGH VOLTAGE SWITCHYARD, DATED
MAY 26, 2000.

TOTAL AMOUNT DUE

\$9,974.83

FOR QUESTIONS PLEASE CONTACT
MIKE PENIC (602)236-5069

*Okay it's
GBPP
Hassayampa Switch*

PLEASE MAKE CHECK PAYABLE AND MAIL TO:

SALT RIVER PROJECT
SRP/PALOP 1 HASSAYAMPA
MARS P. O. BOX 52019
PHOENIX, AZ. 85072-2019

INVOICE NBR: 0545-0404-5843
CUSTOMER ACCT: 0261700-001
INVOICE DATE: 04/02/04
DATE DUE: 04/23/04

WIRE TRANSFER-INFORMATION AVAILABLE ON REQUEST
ENCLOSE UPPER PORTION OF INVOICE WITH PAYMENT FOR PROPER CREDIT

BK on 4/6/04

Exhibit 7

3. The CEC granted to GBPP in Decision No. 63762 for a 500 kV line from the plant to Watermelon Switchyard fulfills the requirements of Condition No. 15.

There is no evidence that GBPP has initiated the activities required by its power plant CEC Condition Nos. 3, 4, 6, 14, and 17. Conditions 3 and 17 are related in that they require participation in state and regional transmission study forums. Condition 17 requires studies to plan the termination of a second transmission line out of the plant that serves the transmission system needs to deliver power throughout the WECC grid in a reliable manner. Condition No. 3 on the other hand requires GBPP to file studies with the Commission regarding the sufficiency of transmission capacity out of the plant. GBPP has not been an active participant in SWAT, STEP or CATS transmission study forums. Nor has GBPP filed ten year plans annually with the Commission or participated in the Commission's Biennial Transmission Assessments since receiving its CECs. Similarly, GBPP has given no indication that it has attempted to develop an ongoing relationship with an educational institute to develop research evaluating the ability of newly established vegetation to resist competition by salt cedar as required by Condition No. 14. If the CEC extension is granted, these deficiencies warrant remedy that modifies or strengthens GBPP obligations to initiate these activities and continue them on an ongoing basis until the conditions are fulfilled and the plant is operational.

The GBPP transmission line granted via Decision No. 63762 has 5 CEC conditions. Only the first three of those conditions are applicable at this time. GBPP reports no compliance activity regarding these three conditions in its March 8, 2006 self-certification letter for its transmission line CEC. Staff is concerned with GBPP's failure to comply with Condition Nos. 2 and 3.H. In its May 5, 2006 report, GBPP indicates that a \$750,000 investment was expended in the construction of a Watermelon Switchyard structure. It is highly unlikely a utility performed such construction for GBPP without some form of transmission agreement. Such construction is only authorized by GBPP's CEC. According to Condition No. 2, GBPP is obligated to provide copies of any transmission agreement with Arizona Public Service ("APS") and Salt River Project ("SRP") respectively, within 30 days. No such agreements have been filed with the Commission. Similarly, Condition No. 3.H. requires completion of the native plant survey prior to commencing construction, and if necessary, development of a plant salvage program. No such environmental activity has been reported to the Commission prior to construction of the Watermelon Switchyard structure. Once again these deficiencies warrant remedy via more definitive compliance obligations if the expiration date of the CEC is to be extended.

PRESUMPTION OF NEED

"Although wholesale power market conditions have prevented GBPP from completing the Project during the past five years, GBPP believes that these cyclical market conditions will change within the next five years."¹ According to the 2006 WECC Power Supply Assessment, the Desert Southwest could be deficient in planned reserve margins as early as 2008. It is postulated by some parties that over the next two to three years the Arizona utilities are likely to

¹ GBPP report to the Commission, May 5, 2006, page 4.

fully grow into the currently idled capacity or low capacity factor energy production of new gas fired generation constructed in Arizona since 2001. This is substantiated by the fact that APS and SRP both have Requests for Proposals ("RFPs") pending for new base load generation of 1,000 MW by the end of this decade.

There also appears to be a growing regional short term need for access to new resources being developed in the Desert Southwest. This need has been underscored by the discontinued operation of the Mohave Power Plant in southern Nevada. The construction of planned new power lines out of the Palo Verde Hub to California and Nevada will further enable transmission access between Arizona power plants and the larger western wholesale market. For example, construction of the Palo Verde to Devers 2 transmission line by 2009 will enable Southern California Edison access to 1,200 MW of the 6,500 MW of generation capacity available via recently constructed gas fired power plants in Arizona and Nevada. In fact, SCE has issued an RFP for 1,500 MW of new capacity.

The GBPP generation project is but one of 8 gas fired power plants with an authorized CEC approved by the Commission that have not been constructed. Those 8 plants total 5575 MW in capacity and their respective CECs will expire in 2007 and 2008. While the market needs for these plants are soft and ill-defined at the present time, there are signs that the industry is on the cusp of renewed interest in quick, short term, generation fixes for which these plants are well suited. All of these considerations seem to substantiate GBPP's presumption of possible need for its plant and other similar gas fired plants within the next five years.

In addition, APS has proposed a new 500 kV line from the Palo Verde Hub to North Gila Substation in the Yuma area by 2012. The Commission has granted two transmission line CECs to GBPP that could serve as the foundation for an alternative to the APS project that is not solely dependent upon use of a common corridor containing the existing Hassayampa to North Gila Substation line. The Commission has authorized GBPP to build new transmission lines from Hassayampa to Jojoba Switchyard and from Watermelon Switchyard to the GBPP Switchyard. These two line segments could be coupled with the two existing APS 500 kV lines between Jojoba and Watermelon to establish a transmission path to the Palo Verde Hub that originates at the GBPP power plant site. The only portion that would remain to be sited would be a new transmission line segment between the GBPP site and North Gila. Such a new line segment would likely enable GBPP to comply with Condition No. 17 in its power plant CEC. Therefore, Staff is of the opinion that there is a reasonable presumption of transmission system need for the GBPP transmission projects within the next five years irrespective of development of the GBPP power plant.

ADDITIONAL CONDITIONS NEEDED

The CEC compliance status section of this report indicates that GBPP is deficient in complying with a number of conditions in both its power plant CEC and its transmission line CEC. Staff proposes to remedy this by amending several of the original CEC conditions with new language that is more prescriptive in content to assure the original purpose and intent of the

Exhibit 8

Arizona Solar Electric Roadmap Study

Full Report

January 2007



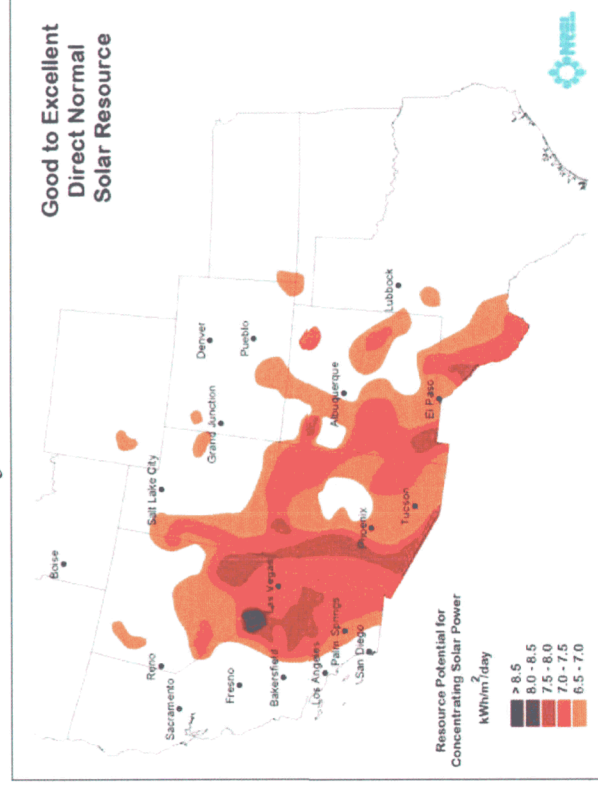
ARIZONA DEPARTMENT OF COMMERCE
Our Job is JOBS!

Prepared by

Navigant Consulting, Inc.
77 South Bedford Street
Burlington, MA 01803

AZ has excellent solar resources to both flat plate and concentrating solar power technologies.

Resource Potential for Concentrating Solar Power (kWh/m²/day)



Source: National Renewable Energy Laboratory.